

October 30, 2025

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act

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**Re: Labor Code § 2698, et seq. Penalties – PAGA Notice Letter to the LWDA
*Barinder Kaur Gill v. AMN Workforce Solutions, LLC, et al.***

Dear Gentlepersons:

This office represents Plaintiff Barinder Kaur Gill (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3,



245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants AMN Workforce Solutions, LLC; AMN Healthcare, Inc.; AMN Healthcare Services, Inc.; AdventHealth Aco Plus, LLC; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California.

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees within the State of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Additionally, Plaintiff and Aggrieved Employees were not paid for the time that they worked pre- and post-shift, including, but not limited to, responding to e-mail communications. They also were not pay for all hours worked for training and orientation. Plaintiff and Aggrieved Employees also worked off-the-clock during meal periods. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Defendants also failed to pay all wages to Plaintiff and Aggrieved Employees due to their time rounding policy. This time-rounding policy (combined with the fact that employees often arrived early and/or worked late) resulted in a disproportionate impact that does not average out over a period of time. This policy results in the failure to compensate for all time actually worked by the Plaintiff and Aggrieved Employees. Accordingly, Defendants failed to pay all straight time, minimum, and/or overtime wages.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Plaintiff and Aggrieved Employees proper overtime wages. Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, shift differentials, and/or

nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required. Plaintiff also contends that Defendants failed to pay Aggrieved Employees all wages due and owing by failing to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, and meal and rest break premiums.

Additionally, Defendants also paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay were calculated and paid.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were required to work through their meal periods. Also, meal periods that Plaintiff and Aggrieved Employees did take, were late or interrupted, all in violation of Labor Code and applicable Wage Orders.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by the Labor Code. Plaintiff and Aggrieved Employees were also not permitted to leave the premises to take their rest breaks. Despite this, Defendants failed to pay rest premiums.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, but not limited to, cellphone usage, internet usage, headset, paper, printer, and ink cartridges. These were necessary to perform their duties under Defendants' employ.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees failed incorporate the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal premiums. Furthermore, Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9). Further, the wage statements provided to Aggrieved Employees were confusing to Aggrieved Employees. Moreover, the wage statements given to

Aggrieved Employees failed to accurately account for unpaid wages, overtime, and premium pay for deficiently provided meal periods and rest breaks.

Moreover, Defendants failed to pay Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§ 201-203.

PAGA Claim Details, Legal Bases for Violations and Penalties

As addressed above, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which

applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved Employees were not paid for the time that they worked “pre-shift” and “post-shift”, and during meal periods. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages.

Moreover, Defendants’ rounding practice resulted in the failure to compensate for all time actually worked by the Plaintiff and Aggrieved Employees. Accordingly, Defendants failed to pay all straight time, minimum, and/or overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control, in violation of Labor Code §§ 510, 1194, 1197, and 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages, liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above including the time they worked “pre-shift”, “post-shift” and

during meal breaks, without compensation. This caused Plaintiff and Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Plaintiff and Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Aggrieved Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Aggrieved Employees' detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Aggrieved Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Comply with Labor Code §§ 245, *et seq.* and 246

California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l). Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(l), Defendants paid sick leave to Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 *et seq.* and 246. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay sick pay. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 245, *et seq.* and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 *et seq.* and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.*, 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Meal Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with meal periods late and well after the fifth hour of work, could not be relieved to take their meal periods, or were interrupted during their meal periods or were otherwise not provided with the opportunity to take required meal periods.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to always pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants paid nondiscretionary commissions, incentive pay, shift

differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Rest Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid and uninterrupted rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. In addition, Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any rest period premiums when Defendants did attempt to pay them, resulting in further violations of section 226.7.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ as described above. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficiently provided meal periods and rest breaks. Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned. The wage statements given to Aggrieved Employees by Defendants also failed incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal and rest break premiums. Furthermore, Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9).

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,

and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Timely Pay Wages in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code §§ 204. and 226. In addition, Defendants failed to pay Plaintiff and Aggrieved Employees not more than seven calendar days following the close of the payroll period.

Given the above described off the clock work, combined with Defendant's rounding practice, Plaintiff was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week and was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not properly recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199,

2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3, Plaintiff will file a complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, regarding aforementioned underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the

applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(f) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1); and

(j) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

This letter provides the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against AMN Workforce Solutions, LLC; AMN Healthcare, Inc.; AMN Healthcare Services, Inc.; AdventHealth Aco Plus, LLC, and any other named Defendants and joint employers. To prevent the violations described and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them as a cause of action under Labor Code § 2698 *et seq.* in a complaint.

Regards,

A handwritten signature in black ink, reading "Arsiné Grigoryan". The signature is written in a cursive, flowing style.

D.LAW, INC.

Arsiné Grigoryan

cc: AMN Workforce Solutions, LLC; AMN Healthcare, Inc.; AMN Healthcare Services, Inc.;
AdventHealth Aco Plus, LLC by Certified Mail

David Yeremian (SBN 226337)
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

BARINDER KAUR GILL, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

AMN WORKFORCE SOLUTIONS, LLC, a
Delaware limited liability company;
ADVENTHEALTH ACO PLUS, LLC, a
Florida limited liability company; and DOES 1
to 50, inclusive,

Defendants.

CLASS ACTION

COMPLAINT FOR:

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PAY ALL OVERTIME WAGES;**
- 3. FAILURE TO PAY ALL OVERTIME WAGES AT THE LEGAL OVERTIME PAY RATE;**
- 4. FAILURE TO PAY ALL WAGES DUE TO ILLEGAL ROUNDING;**
- 5. FAILURE TO PROVIDE ALL MEAL PERIODS;**
- 6. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
- 7. FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
- 8. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 9. VIOLATIONS OF LABOR CODE §§ 201-202; AND**
- 10. UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

1 Plaintiff Barinder Kaur Gill (“Plaintiff”), an individual on behalf of herself and all others
2 similarly situated, hereby files this Complaint against Defendant AMN Workforce Solutions, LLC,
3 a Delaware limited liability company and Defendant AdventHealth Aco Plus, LLC, a Florida limited
4 liability company, and Does 1 to 50 (collectively referred to as “Defendants”). Plaintiff is informed
5 and believes, and on the basis of that information and belief, alleges as follows:

6 **INTRODUCTION**

7 1. This is a civil action seeking recovery for Defendants’ violations of the California
8 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by the
9 California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
10 principles.

11 2. Plaintiff’s action seeks monetary damages including full restitution from
12 Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair business practices.

13 3. The acts complained of herein occurred, occur and will occur, at least in part, within
14 the time period from four years preceding the filing of the original Complaint herein, up to and
15 through the time of trial for this matter although this should not automatically be considered the
16 statute of limitations for any cause of action herein.

17 4. For introductory and general information only (and not to be considered a proposed
18 class definition), the relevant individuals in this action are Defendants’ non-exempt employees who
19 were subjected to Defendants’ policies and practices as described herein. Any differences in job
20 activities between the different individuals in these positions were and are legally insignificant to
21 the issues presented by this action.

22 **SUMMARY OF CLAIMS**

23 5. With regard to Defendants’ non-exempt employees Defendants have:

- 24 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
25 worked;
- 26 b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- 27 c. Failed to pay all overtime wages at the legal overtime pay rate;
- 28 d. Failed to pay all wages due to illegal time rounding;

- e. Failed to provide all legally-required meal periods;
- f. Failed to authorize and permit all paid legally-required rest periods;
- g. Failed to reimburse for all work-related expenses;
- h. Derivatively failed to timely furnish accurate itemized wage statements;
- i. Violated Labor Code §§ 201-202; and
- j. Conducted unfair business practices.

PARTIES

Plaintiff Barinder Kaur Gill

6. Plaintiff Barinder Kaur Gill is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Barinder Kaur Gill last worked for Defendants as a non-exempt employee from approximately August 11, 2024 through January 20, 2025 in San Joaquin County, California.

8. Plaintiff Barinder Kaur Gill seeks recovery herein from Defendants because with regard to Plaintiff Barinder Kaur Gill, while acting for Defendants her capacity as a non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- c. Failed to pay all overtime wages at the legal overtime pay rate;
- d. Failed to pay all wages due to illegal time rounding;
- e. Failed to provide all legally-required meal periods;
- f. Failed to authorize and permit all paid legally-required rest periods;
- g. Failed to reimburse for all work-related expenses;
- h. Derivatively Failed to timely furnish accurate itemized wage statements;
- i. Violated Labor Code §§ 201-202; and
- j. Conducted unfair business practices.

Defendant AMN Workforce Solutions, LLC

9. Defendant AMN Workforce Solutions, LLC is now and/or at all times mentioned in

1 this Complaint was a Delaware corporation and the owner and operator of an industry, business,
2 and/or facilities) licensed to do business and actually doing business in the State of California.

3 **Defendant AdventHealth Aco Plus, LLC**

4 10. Defendant AdventHealth Aco Plus, LLC is now and/or at all times mentioned in this
5 Complaint was a Florida limited liability company, and the owner and operator of an industry,
6 business, and/or facilities) licensed to do business and actually doing business in the State of
7 California.

8 **DOES 1 TO 50, INCLUSIVE**

9 11. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint
10 were licensed to do business and/or actually doing business in California.

11 12. Plaintiff does not know the true names or capacities, whether individual, partner or
12 corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious
13 names under California Code of Civil Procedure § 474.

14 13. Plaintiff will seek leave of court to amend this Complaint to allege such names and
15 capacities as soon as they are ascertained.

16 **ALL DEFENDANTS**

17 14. Defendants, and each of them, are now and/or at all times mentioned in this
18 Complaint were in some manner legally responsible for the events, happenings, and circumstances
19 alleged in this Complaint.

20 15. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
21 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

22 16. Defendants, and each of them, are now and/or at all times mentioned in this
23 Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-
24 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
25 mentioned in this Complaint were acting within the course and scope of that agency, servitude,
26 and/or employment.

27 17. Defendants, and each of them, are now and/or at all times mentioned in this
28 Complaint were members of and/or engaged in a joint venture, partnership, and common

enterprise, and were acting within the course and scope and in pursuance of said joint venture, partnership, and common enterprise.

18. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

19. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

20. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

JURISDICTION AND VENUE

21. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

22. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

23. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff Barinder Kaur Gill and the members of the putative Classes herein were all California citizens and Defendant AMN Workforce Solutions, LLC and Defendant AdventHealth Aco Plus, LLC conducted business in California. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

24. Venue is proper in San Joaquin County under Code of Civil Procedure § 395(a) and Code of Civil Procedure § 395.5 in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

CLASS ACTION ALLEGATIONS

25. Code of Civil Procedure § 382 provides in pertinent part, "[W]hen the question is

1 one of a common or general interest, of many persons, or when the parties are numerous, and it is
2 impracticable to bring them all before the court, one or more may sue or defend for the benefit of
3 all.” Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

4 26. The putative classes Plaintiff will seek to certify are currently composed of and
5 defined as follows:

- 6 a. All California citizens employed by Defendants as non-exempt employees
7 during the appropriate time period who were subjected to Defendants’ policies
8 and practices regarding the payment of straight time, minimum and/or overtime
9 wages as specifically described herein (hereinafter, the “Wage Class”);
- 10 b. All California citizens employed by Defendants as non-exempt employees
11 during the appropriate time period who were subjected to Defendants’ policies
12 and practices regarding the payment of overtime wages as specifically
13 described herein (hereinafter, the “Overtime Class”);
- 14 c. All California citizens employed by Defendants as non-exempt employees
15 during the appropriate time period who were subjected to Defendants’ policies
16 and practices regarding the calculation of overtime pay as specifically described
17 herein (hereinafter, the “Overtime Rate Class”);
- 18 d. All California citizens employed by Defendants as non-exempt employees
19 during the appropriate time period to whom Defendants applied a time rounding
20 policy and practice as specifically described herein (hereinafter, the “Rounding
21 Class”);
- 22 e. All California citizens employed by Defendants as non-exempt employees
23 during the appropriate time period who were subjected to Defendants’ policies
24 and practices regarding meal periods as specifically described herein
25 (hereinafter, the “Meal Period Class”);
- 26 f. All California citizens employed by Defendants as non-exempt employees
27 during the appropriate time period who were subjected to Defendants’ policies
28 and practices regarding paid rest periods as specifically described herein

(hereinafter, the “Rest Period Class”);

g. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding business expense reimbursement as specifically described herein (hereinafter, the “Reimbursement Class”);

h. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were derivatively subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Derivative Wage Statement Class”);

i. All formerly-employed California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “LC 203 Class”); and

j. All California citizens employed by Defendants as non-exempt employees during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

27. The Wage Class, Overtime Class, Overtime Rate Class, Rounding Class, Meal Period Class, Rest Period Class, Reimbursement Class, Derivative Wage Statement Class, LC 203 Class, and 17200 Class are herein collectively referred to as the “Classes.”

28. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiff will formally define and designate a class definition at such time when Plaintiff seeks to certify the Classes alleged herein.

29. Numerosity (Code of Civil Procedure § 382):

a. The potential quantity of members of the Classes as defined is so numerous that

joinder of all members is unfeasible and impractical;

b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;

c. The quantity of members of the Classes is unknown to Plaintiff at this time; however, it is estimated that the membership of the Classes numbers greater than 100 individuals; and

d. The quantity and identity of such membership is readily ascertainable via inspection of Defendants' records.

30. Superiority (Code of Civil Procedure § 382): The nature of this action and the nature of the laws available to Plaintiff makes the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein, as follows:

a. California has a public policy that encourages the use of the class action device;

b. By establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation;

c. This case involves large corporate Defendants and a large number of individual Class members with many relatively small claims and common issues of law and fact;

d. If each individual member of the Classes was required to file an individual lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants' vastly superior financial and legal resources;

e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members

1 of the Classes who would be disinclined to pursue an action against Defendants
2 because of an appreciable and justifiable fear of retaliation and permanent
3 damage to their lives, careers, and well-being;

4 f. Proof of a common business practice or factual pattern, of which the members
5 of the Classes experienced, is representative of the Classes herein and will
6 establish the right of each of the members of the Classes to recover on the
7 causes of action alleged herein;

8 g. Absent class treatment, the prosecution of separate actions by the individual
9 members of the Classes, even if possible, would likely create:

10 i) a substantial risk of each individual plaintiff presenting in separate,
11 duplicative proceedings the same or essentially similar arguments and
12 evidence, including expert testimony;

13 ii) a multiplicity of trials conducted at enormous expense to both the
14 judicial system and the litigants;

15 iii) inconsistent or varying verdicts or adjudications with respect to the
16 individual members of the Classes against Defendants;

17 iv) potentially incompatible standards of conduct for Defendants; and

18 v) potentially incompatible legal determinations with respect to individual
19 members of the Classes which would, as a practical matter, be
20 dispositive of the interest of the other members of the Classes who are
21 not parties to the adjudications or which would substantially impair or
22 impede the ability of the members of the Classes to protect their
23 interests.

24 h. The claims of the individual members of the Classes are not sufficiently large
25 to warrant vigorous individual prosecution considering all of the concomitant
26 costs and expenses attendant thereto;

27 i. Courts seeking to preserve efficiency and other benefits of class actions
28 routinely fashion methods to manage any individual questions; and

- j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

31. Well-defined Community of Interest: Plaintiff also meets the established standards for class certification, as follows:

a. Typicality: The claims of Plaintiff Barinder Kaur Gill are typical of the claims of all members of the Classes she seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.

b. Adequacy: Plaintiff Barinder Kaur Gill:

- i) is an adequate representative of the Classes she seeks to represent;
- ii) will fairly protect the interests of the members of the Classes;
- iii) has no interests antagonistic to the members of the Classes; and
- iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.

c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Classes which predominate over questions affecting only individual members of the Classes, including, without limitation:

- i) Whether Defendants paid the legal and appropriate straight time pay, minimum wage pay and/or overtime pay for all work hours to the members of the Wage Class;
- ii) Whether Defendants paid the appropriate overtime wages to the members of the Overtime Class;
- iii) Whether Defendants paid all overtime wages owed to the members of the Overtime Rate Class at the appropriate overtime pay rate;

- 1 iv) Whether Defendants' time rounding policies and practices are illegal
2 with regard to the members of the Rounding Class;
- 3 v) Whether Defendants failed and continue to fail to provide legally-
4 required meal periods to the members of the Meal Period Class in
5 violation of the Labor Code and Section 11 of the IWC Wage Orders;
- 6 vi) Whether Defendants failed and continue to fail to authorize and permit
7 paid legally-required rest periods to the members of the Rest Period
8 Class in violation of the Labor Code and Section 12 of the IWC Wage
9 Orders;
- 10 vii) Whether Defendants failed to fully reimburse for all work-related
11 expenses incurred by the members of the Reimbursement Class;
- 12 viii) Whether Defendants derivatively failed to timely furnish accurate,
13 itemized and legal wage statements to the members of the Derivative
14 Wage Statement Class;
- 15 ix) Whether Defendants are liable under Labor Code § 203 to the members
16 of the LC 203 Class;
- 17 x) Whether Defendants' conduct constitutes unfair business practices
18 within the meaning of Business & Professions Code §§ 17200, et seq.;
- 19 xi) Whether the members of the Classes are entitled to compensatory
20 damages, and if so, the means of measuring such damages;
- 21 xii) Whether the members of the Classes are entitled to injunctive relief;
- 22 xiii) Whether the members of the Classes are entitled to restitution; and
- 23 xiv) Whether Defendants are liable for attorneys' fees and costs.

24 32. Whether each member of the Classes might be required to ultimately justify an
25 individual claim does not preclude maintenance of a class action.

26 ///

27 ///

28 ///

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(On Behalf of the Wage Class)

(Against All Defendants)

33. Plaintiff incorporates by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

34. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

35. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

36. Labor Code § 1182.12, effective July 1, 2014, states, “Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code § 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018, to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code § 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for any employer who employs 26

1 or more employees, the minimum wage shall be as follows: “From January 1, 2021, to December
2 31, 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, under Labor Code §
3 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall
4 be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15)
5 per hour.”

6 37. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a lesser
7 wage, any employee receiving less than the legal minimum wage or the legal overtime
8 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
9 of the full amount of this minimum wage or overtime compensation, including interest thereon,
10 reasonable attorney’s fees, and costs of suit.”

11 38. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
12 by the Labor Commission is unlawful.

13 39. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
14 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
15 Order(s).

16 40. Under the IWC Wage Order(s), Defendants are required to pay the members of the
17 Wage Class for all hours worked, meaning the time during which an employee is subject to the
18 control of an employer, including all the time the employee is suffered or permitted to work,
19 whether or not required to do so.

20 41. Defendants, as a matter of established company policy and procedure, at each and
21 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 22 a. Administered a uniform company policy and practice as to the pay policies
23 regarding the members of the Wage Class;
- 24 b. Required the members of the Wage Class to spend unpaid time under Defendants’
25 control for work-related tasks without compensation. For example, Defendants
26 required the members of the Wage Class to perform work-related tasks before and
27 after clocking in, such as using their personal mobile devices for work-related tasks
28 as well as responding to e-mails. In addition, Defendants sometimes required the

1 members of the Wage Class to perform work-related tasks during meal periods
2 while they were clocked out.

3 c. Defendants suffered, permitted, and/or required the members of the Wage Class to
4 work without paying for all time they were under Defendants' control.

5 42. Because Defendants required the members of the Wage Class to remain under
6 Defendants' control without paying therefore, this resulted in the members of the Wage Class
7 earning less than the legal minimum wage in the State of California.

8 43. Defendants' pattern, practice, and uniform administration of corporate policy
9 regarding illegal employee compensation as described herein is unlawful and creates an
10 entitlement, under Labor Code § 218, to recovery by Plaintiff and the members of the Wage Class,
11 in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
12 appropriate rate.

13 44. Further, Defendants' pattern and practice in uniform administration of corporate
14 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage
15 Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to
16 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full
17 amount of the unpaid minimum wages owed, calculated as the difference between the straight time
18 compensation paid and the applicable minimum wage, including interest thereon.

19 45. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
20 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
21 Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of
22 work (not including the overtime portion thereof) in an amount equal to the wages unlawfully
23 unpaid and interest thereon.

24 46. That calculation of individual damages for the members of the Wage Class may at
25 some point be required does not foreclose the possibility of taking common evidence on questions
26 regarding their entitlement to overtime compensation.

27 47. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
28 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

1 48. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
2 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY ALL OVERTIME WAGES**

5 **(On Behalf of the Overtime Class)**

6 **(Against All Defendants)**

7 49. Plaintiff incorporates by reference and reallege each and every one of the
8 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
9 forth herein.

10 50. Labor Code § 204 establishes the fundamental right of all employees in the State
11 of California to be paid wages, including straight time and overtime, in a timely fashion for their
12 work.

13 51. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
14 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated
15 at the rate of no less than one and one-half times the regular rate of pay for any employee."

16 52. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for a lesser
17 wage, any employee receiving less than the legal minimum wage or the legal overtime
18 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
19 of the full amount of this minimum wage or overtime compensation, including interest thereon,
20 reasonable attorney's fees, and costs of suit."

21 53. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
22 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
23 Order(s).

24 54. Defendants, as a matter of established company policy and procedure, at each and
25 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 26 a. Administered a uniform company policy and practice as to the pay policies
27 regarding Plaintiff and the members of the Overtime Class;
28 b. Scheduled to work and in fact required Plaintiff and the members of the Overtime

1 Class to work in excess of eight hours per workday and/or in excess of 40 hours per
2 workweek without paying overtime compensation for all hours they were under
3 Defendants' control; and

4 c. Failed to pay Plaintiff and the members of the Overtime Class overtime
5 compensation for all work accomplished in excess of eight hours per day and/or 40
6 hours per week.

7 55. Defendants' pattern, practice and uniform administration of corporate policy
8 regarding illegal employee compensation as described herein is unlawful and creates an
9 entitlement, under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of
10 the Overtime Class, in a civil action, for the unpaid balance of the full amount of the overtime
11 premiums owing.

12 56. That calculation of individual damages for the members of the Overtime Class may
13 at some point be required does not foreclose the possibility of taking common evidence on
14 questions regarding their entitlement to overtime compensation.

15 57. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
16 the Overtime Class seek recovery of pre-judgment interest on all amounts recovered herein.

17 58. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Class
18 request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PAY ALL OVERTIME**

21 **WAGES AT THE LEGAL OVERTIME PAY RATE**

22 **(On Behalf of the Overtime Rate Class)**

23 **(Against All Defendants)**

24 59. Plaintiff incorporates by reference and realleges each and every one of the
25 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
26 forth herein.

27 60. Labor Code § 204 establishes the fundamental right of all employees in the State
28 of California to be paid wages, including straight time and overtime, in a timely fashion for their

1 work.

2 61. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in
3 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated
4 at the rate of no less than one and one-half times the regular rate of pay for any employee.”

5 62. The “regular rate of pay” includes “all [applicable] remuneration paid to, or on
6 behalf of the employee.” (29 U.S.C. § 207(3).) The California Industrial Welfare Commission
7 applies this standard for determining an employee’s regular rate of pay for overtime calculation
8 purposes.

9 63. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a lesser
10 wage, any employee receiving less than the legal minimum wage or the legal overtime
11 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
12 of the full amount of this minimum wage or overtime compensation, including interest thereon,
13 reasonable attorney’s fees, and costs of suit.”

14 64. Labor Code § 204 establishes the fundamental right of all employees in the State
15 of California to be paid wages, including straight time and overtime, in a timely fashion for their
16 work.

17 65. Defendants, as a matter of established company policy and procedure, at each and
18 every one of the individual facilities owned and/or operated by Defendants, consistently:

19 a. Administered a uniform company policy and practice regarding the payment of
20 wages, including overtime and bonuses, to the members of the Overtime Rate
21 Class;

22 b. Scheduled to work and in fact required Plaintiff and the members of the Overtime
23 Class to work in excess of eight hours per workday and/or in excess of 40 hours per
24 workweek;

25 c. Failed to pay Plaintiff and the members of the Overtime Rate Class at the legal
26 overtime rate reflecting all applicable forms of remuneration, including but not
27 limited to bonuses, commissions, and/or incentive pay, as required by law.

28 66. Defendants’ pattern, practice, and uniform administration of corporate policy

1 regarding illegal employee compensation as described herein is unlawful and creates an
2 entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Overtime
3 Rate Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums
4 owing.

5 67. That calculation of individual damages for the members of the Overtime Rate Class
6 may at some point be required does not foreclose the possibility of taking common evidence on
7 questions regarding their entitlement to overtime compensation.

8 68. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of
9 the Overtime Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

10 69. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Rate Class
11 request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PAY ALL WAGES DUE TO ILLEGAL ROUNDING**

14 **(On Behalf of the Rounding Class)**

15 **(Against All Defendants)**

16 70. Plaintiff incorporates by reference and reallege each and every one of the
17 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
18 forth herein.

19 71. Labor Code § 204 establishes the fundamental right of all employees in the State
20 of California to be paid wages, including straight time and overtime, in a timely fashion for their
21 work.

22 72. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
23 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated
24 at the rate of no less than one and one-half times the regular rate of pay for any employee."

25 73. Labor Code § 1182.12 provides the statewide minimum wage in California.

26 74. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for a lesser
27 wage, any employee receiving less than the legal minimum wage or the legal overtime
28 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance

1 of the full amount of this minimum wage or overtime compensation, including interest thereon,
2 reasonable attorney's fees, and costs of suit."

3 75. Further, under to Labor Code § 1197, payment of less than the minimum wage fixed
4 by the Labor Commission is unlawful.

5 76. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
6 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
7 Order(s).

8 77. Under the IWC Wage Order(s), Defendants are required to pay the members of the
9 Rounding Class for all hours worked, meaning the time during which an employee is subject to
10 the control of an employer, including all the time the employee is suffered or permitted to work,
11 whether or not required to do so.

12 78. Defendants, as a matter of established company policy and procedure, at each and
13 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 14 a. Administered a uniform company policy and practice as to the rounding
15 policies regarding the members of the Rounding Class; and
16 b. Rounded the actual time worked and recorded by the members of the
17 Rounding Class, usually down, so that during the course of their employment,
18 the members of the Rounding Class were paid less than they would have been
19 paid had they been paid for actual time rather than "rounded" time.

20 79. Because Defendants required the members of the Rounding Class to remain under
21 Defendants' control without paying therefor, this resulted in the members of the Rounding Class
22 earning less than the legal minimum wage in the State of California.

23 80. Defendants' pattern, practice and uniform administration of corporate policy
24 regarding illegal employee compensation as described herein is unlawful and creates an
25 entitlement, under Labor Code § 218, to recovery by Plaintiff and the members of the Rounding
26 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
27 appropriate rate.

28 81. Further, Defendants' pattern and practice in uniform administration of corporate

1 policy regarding Defendants' failure to pay the legal minimum wage to the members of the
2 Rounding Class as described herein is unlawful and entitles them, under Labor Code § 1194(a), to
3 recovery of the unpaid balance of the full amount of the unpaid minimum wages owed, calculated
4 as the difference between the straight time compensation paid and the applicable minimum wage
5 (and/or the full amount of unpaid overtime compensation, which includes any unpaid straight time
6 and unpaid overtime premium for overtime hours worked), including interest thereon

7 82. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
8 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Rounding
9 Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and
10 interest thereon.

11 83. That calculation of individual damages for the members of the Rounding Class may
12 at some point be required does not foreclose the possibility of taking common evidence on
13 questions regarding their entitlement to overtime compensation.

14 84. Under Labor Code §§ 218.6 and 1194(a) and Civil Code §3287, the members of
15 the Rounding Class seek recovery of pre-judgment interest on all amounts recovered herein.

16 85. Under Labor Code §§ 218.5 and/or 1194, the members of the Rounding Class
17 request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE ALL MEAL PERIODS**

20 **(On Behalf of the Meal Period Class)**

21 **(Against All Defendants)**

22 86. Plaintiff incorporates by reference and realleges each and every one of the
23 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
24 forth herein.

25 87. Labor Code § 226.7(b) provides, "An employer shall not require an employee to
26 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
27 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
28 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

1 88. Labor Code § 512 provides, “An employer may not employ an employee for a work
2 period of more than five hours per day without providing the employee with a meal period of not
3 less than 30 minutes, except that if the total work period per day of the employee is no more than
4 six hours, the meal period may be waived by mutual consent of both the employer and employee.
5 An employer may not employ an employee for a work period of more than 10 hours per day
6 without providing the employee with a second meal period of not less than 30 minutes, except that
7 if the total hours worked is no more than 12 hours, the second meal period may be waived by
8 mutual consent of the employer and the employee only if the first meal period was not waived.”

9 89. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
10 amend working condition orders with respect to break periods, meal periods, and days of rest for
11 any workers in California consistent with the health and welfare of those workers.”

12 90. Section 11(C) of the IWC Wage Orders provides, “Unless the employee is relieved
13 of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal
14 period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the
15 nature of the work prevents an employee from being relieved of all duty and when by written
16 agreement between the parties an on-the-job paid meal period is agreed to. The written agreement
17 shall state that the employee may, in writing, revoke the agreement at any time.”

18 91. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to provide
19 an employee a meal period in accordance with the applicable provisions of this order, the employer
20 shall pay the employee 1 hour of pay at the employee’s regular rate of compensation for each
21 workday that the meal period is not provided.”

22 92. On one or more occasions, the members of the Meal Period Class worked over five
23 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30
24 minutes prior to exceeding five hours of employment.

25 93. Further, on one or more occasions, some members of the Meal Period Class worked
26 over 10 hours per shift and therefore were entitled to an uninterrupted second meal period of not
27 less than 30 minutes prior to exceeding 10 hours of employment.

28 94. The members of the Meal Period Class did not validly or legally waive their meal

1 periods, by mutual consent with Defendants or otherwise.

2 95. The members of the Meal Period Class did not enter into any written agreement
3 with Defendants agreeing to an on-duty paid meal period.

4 96. As a matter of Defendants' established company policy, Defendants failed to
5 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
6 516, and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
7 Meal Period Class with a first and in some cases a second legally compliant meal period.

8 97. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which
9 states "If an employer fails to provide an employee a meal or rest or recovery period in accordance
10 with a state law, including, but not limited to, an applicable statute or applicable regulation,
11 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
12 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the
13 employee one additional hour of pay at the employee's regular rate of compensation for each
14 workday that the meal or rest or recovery period is not provided.," the members of the Meal Period
15 Class are entitled to damages in an amount equal to one (1) additional hour of pay at each
16 employee's regular rate of compensation for each work day that the meal period was not provided,
17 in a sum to be proven at trial.

18 98. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period
19 Class seek recovery of pre-judgment interest on all amounts recovered herein.

20 **SIXTH CAUSE OF ACTION**

21 **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

22 **(On Behalf of the Rest Period Class)**

23 **(Against All Defendants)**

24 99. Plaintiff incorporates by reference and realleges each and every one of the
25 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
26 forth herein.

27 100. Labor Code § 226.7(b) provides "An employer shall not require an employee to
28 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or

1 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
2 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

3 101. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
4 amend working condition orders with respect to break periods, meal periods, and days of rest for
5 any workers in California consistent with the health and welfare of those workers.”

6 102. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize
7 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
8 of each work period. The authorized rest period time shall be based on the total hours worked daily
9 at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest period
10 need not be authorized for employees whose total daily work time is less than 3½ hours.
11 Authorized rest period time shall be counted as hours worked for which there shall be no deduction
12 from wages.”

13 103. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
14 employee a rest period in accordance with the applicable provisions of this order, the employer
15 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
16 workday that the rest period is not provided.”

17 104. The members of the Rest Period Class sometimes worked over four hours per shift.
18 Further, the members of the Rest Period Class sometimes worked over six hours per shift, and in
19 some cases over 10 hours per shift.

20 105. The members of the Rest Period Class were entitled to a rest period of not less than
21 10 minutes for every four hours of work, or major fraction thereof.

22 106. As a matter of Defendants’ established company policy, Defendants failed to
23 always authorize and permit all required rest periods established by Labor Code §§ 226.7 and 516,
24 and Section 12 of the IWC Wage Order(s).

25 107. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) which
26 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance
27 with a state law, including, but not limited to, an applicable statute or applicable regulation,
28 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health

Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided," the members of the Rest Period Class are entitled to damages in an amount equal to one additional hour of pay at each employee's regular rate of compensation for each work day that one or more rest periods were not so provided.

108. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

SEVENTH CAUSE OF ACTION

FAILURE TO FULLY REIMBURSE WORK EXPENSES

(On Behalf of the Reimbursement Class)

(Against All Defendants)

109. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

110. Under Labor Code § 2802(a), "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

111. Labor Code § 2804 states in pertinent part, "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

112. As a matter of Defendants' established company policy, the members of the Reimbursements Class were and are required by Defendants to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to personal mobile devices, paper, internet, and printers and ink cartridges, for work-related activities.

113. Defendants are legally required to reimburse the members of the Reimbursement Class for all necessary expenditures.

114. Defendants failed to fully and reasonably reimburse the members of the

1 Reimbursement Class for all necessary expenditures, including but not limited to the
2 aforementioned expenditures.

3 115. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
4 the members of the Reimbursement Class are entitled to recovery from Defendants of the unpaid
5 balance for all necessary expenditures, including but not limited to the aforementioned
6 expenditures.

7 116. As a proximate result of the aforementioned violations of Labor Code § 450(a) and
8 § 2802(a), the members of the Reimbursement Class have been damaged in an amount according
9 to proof at the time of trial.

10 117. Under Labor Code § 2802(b), the members of the Reimbursement Class request
11 that the Court award interest at the same rate as judgments in civil actions, accruing from the date
12 on which each member of the Reimbursement Class incurred the necessary expenditure or loss.

13 118. Under Labor Code § 2802(c), the members of the Reimbursement Class request
14 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

15 **EIGHTH CAUSE OF ACTION**

16 **DERIVATIVE FAILURE TO TIMELY**

17 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

18 **(On Behalf of the Derivative Wage Statement Class)**

19 119. Plaintiff incorporates by reference and realleges each and every one of the
20 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
21 forth herein.

22 120. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly
23 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
24 part of the check, draft, or voucher paying the employee's wages, or separately when wages are
25 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
26 earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6)
27 the inclusive dates of the period for which the employee is paid... (8) the name and address of the
28 legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay

1 period and the corresponding number of hours worked at each hourly rate by the employee....”

2 121. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer
3 shall keep accurate information with respect to each employee including the following: (3) Time
4 records showing when the employee begins and ends each work period. Meal periods, split shift
5 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
6 payroll period and applicable rates of pay....”

7 122. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California
8 employers are required to maintain accurate records pertaining to the total hours worked for
9 Defendants by the members of the Derivative Wage Statement Class, including but not limited to,
10 beginning and ending of each work period, meal period and split shift interval, the total daily hours
11 worked, and the total hours worked per pay period and applicable rates of pay.

12 123. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
13 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Derivative
14 Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages
15 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5)
16 all applicable hourly rates in effect during each respective pay period and the corresponding
17 number of hours worked at each hourly rate by each respective individual.

18 124. As set forth herein in prior causes of action, Defendants failed to pay the members
19 of the Derivative Wage Statement Class all wages due and owing.

20 125. As a derivative result of this failure to pay wages and as a pattern and practice in
21 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
22 not maintain accurate records pertaining to the total hours worked for Defendants by the members
23 of the Derivative Wage Statement Class, including but not limited to, beginning and ending of
24 each work period, meal period interval, total daily hours worked, total hours worked per pay
25 period, and the applicable rates of pay.

26 126. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
27 employee suffers injury if the employer fails to provide accurate and complete information as
28 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot

1 promptly and easily ascertain requisite information without reference to other documents or
2 information.

3 127. Here, the members of Derivative Wage Statement Class suffered injury because,
4 due to Defendants' failure to pay all wages due and owing, Defendants derivatively failed to
5 provide accurate and complete information as required by one or more items listed in Labor Code
6 § 226(a)(1)-(9).

7 128. In addition, the members of the Derivative Wage Statement Class have suffered
8 injury as a result of Defendants' failure to maintain accurate records for the members of the
9 Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class
10 were not timely provided written accurate itemized statements showing all requisite information,
11 including but not limited to total hours worked by the employee, net wages earned and all
12 applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),
14 such that the members of the Derivative Wage Statement Class were misled by Defendants as to
15 the correct information regarding various items, including but not limited to total hours worked by
16 the employee, net wages earned and all applicable hourly rates in effect during the pay period and
17 the corresponding number of hours worked at each hourly rate.

18 129. The actual injuries suffered by the members of the Derivative Wage Statement
19 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
20 the members of the Derivative Wage Statement Class include but are not limited to:

- 21 a. Confusion over whether they received all wages owed them by Defendants;
- 22 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 23 c. Being forced to engage in mathematical computations to analyze whether
24 Defendants' wages in fact compensated for all hours worked;
- 25 d. The inability to accurately calculate wage rates complicated by the fact that
26 wage statement information required by Labor Code § 226 is missing;
- 27 e. That such practice prevents the members of the Derivative Wage Statement
28 Class from being able to effectively challenge information on their wage

statements; and/or

f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery required to collect and analyze the very information that California law requires.

130. Under Labor Code § 226(e), the members of the Derivative Wage Statement Class are entitled to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000.00.

131. Under Labor Code § 226(g), the currently-employed members of the Derivative Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

132. Under Labor Code §§ 226(e)/(g), the members of the Derivative Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

NINTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE §§ 201-202

(On Behalf of the LC 203 Class)

(Against All Defendants)

133. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

134. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to 30 days from the due date thereof, until paid or until an action therefor is commenced.

135. The members of the Derivative LC 203 Class are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

136. Defendants had a consistent and uniform policy, practice and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to

1 amendment or proof.

2 137. As set forth above, Defendants willfully failed to pay the members of the Derivative
3 LC 203 Class their entire wages due and owing at the time of their termination or within seventy-
4 two hours of their resignation and failed to pay those sums for up to 30 days thereafter.

5 138. Defendants' willful failure to pay wages to the members of the Derivative LC 203
6 Class violates Labor Code § 203 because Defendants knew or should have known wages were due
7 to the members of the Derivative LC 203 Class, as set forth above, but Defendants failed to pay
8 them.

9 139. Thus, the members of the Derivative LC 203 Class are entitled to recovery under
10 Labor Code § 203.

11 **TENTH CAUSE OF ACTION**
12 **UNFAIR BUSINESS PRACTICES**
13 **(On Behalf of the 17200 Class)**
14 **(Against All Defendants)**

15 140. Plaintiff incorporates by reference and realleges each and every one of the
16 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
17 forth herein.

18 141. Business & Professions Code § 17200 provides, in pertinent part, "unfair
19 competition shall mean and include any unlawful, unfair or fraudulent business act."

20 142. Business & Professions Code § 17205 provides that unless otherwise expressly
21 provided, the remedies or penalties provided for unfair competition "are cumulative to each other
22 and to the remedies or penalties available under all other laws of this state."

23 143. Business & Professions Code § 17204 provides that an action for any relief from
24 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
25 money or property as a result of such unfair competition.

26 144. Defendants have engaged in unlawful, unfair and fraudulent business acts or
27 practices prohibited by Business & Professions Code § 17200, including those set forth in the
28 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the 17200

1 Class of the minimum working standards and conditions due to them under the Labor Code and/or
2 the IWC Wage Orders, as specifically described herein.

3 145. Defendants have engaged in unfair business practices in California by practicing,
4 employing and utilizing the employment practices outlined in the preceding paragraphs,
5 specifically, by requiring employees to perform the labor services complained of herein without
6 the requisite compensation.

7 146. Defendants have further engaged in unfair business practices in California by
8 failing to always provide paid sick days paid at the regular rate of pay in violation of Labor Code
9 § 246(l).

10 147. Defendants' use of such practices constitutes an unfair business practice and unfair
11 competition and provides an unfair advantage over Defendants' competitors.

12 148. Plaintiff has suffered injury in fact and have lost money or property as a result of
13 such unfair competition.

14 149. Plaintiff seeks full restitution from Defendants, as necessary and according to proof,
15 to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the
16 unfair practices complained of herein.

17 150. Further, if Defendants are not enjoined from the conduct set forth above,
18 Defendants will continue to practice, employ, and utilize the employment practices outlined in the
19 preceding paragraphs.

20 151. Therefore, Plaintiff requests that the Court issue a preliminary and permanent
21 injunction prohibiting Defendants from engaging in the foregoing conduct.

22 152. Plaintiff seeks the appointment of a receiver, as necessary, to establish the total
23 monetary relief sought from Defendants.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays:

26 (1) That the Court issue an Order certifying the Classes herein, appointing Plaintiff
27 Barinder Kaur Gill as named representative of all others similarly situated, and appointing D.Law,
28 Inc. representing all named plaintiffs as counsel for the members of the Classes;

1 As to the First Cause of Action for Failure to Pay All Wages:

2 (2) For recovery of the unpaid balance of the full amount of the straight time
3 compensation due and owing, according to proof;

4 (3) For liquidated damages on the straight-time portion of uncompensated hours of
5 work (not including the overtime portion thereof), as authorized by Labor Code § 1194.2(a);

6 (4) For recovery of the unpaid balance of the full amount of overtime compensation
7 due and owing, calculated at the appropriate rate and according to proof;

8 (5) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil
9 Code § 3287;

10 (6) For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
11 and/or 1194(a);

12 As to the Second Cause of Action for Failure to Pay Overtime Wages:

13 (7) For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s)
14 regarding wages due and owing, according to proof;

15 (8) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil
16 Code § 3287;

17 (9) For an award of reasonable attorneys' fees and costs under Labor Code § 218.5
18 and/or 1194(a);

19 As to the Third Cause of Action for Failure to Pay All Overtime Wages at the

20 Legal Overtime Pay Rate:

21 (10) For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s)
22 regarding wages due and owing, according to proof;

23 (11) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a), and
24 Civil Code § 3287;

25 (12) For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
26 and/or 1194(a);

27 As to the Fourth Cause of Action for Failure to Pay All Wages Due To Illegal Rounding:

28 (13) For recovery of the unpaid balance of the full amount of the straight time

1 compensation due and owing, according to proof;

2 (14) For liquidated damages as authorized by Labor Code § 1194.2(a);

3 (15) For recovery of the unpaid balance of the full amount of overtime compensation
4 due and owing, calculated at the appropriate rate and according to proof;

5 (16) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil
6 Code § 3287;

7 (17) For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
8 and/or 1194(a);

9 As to the Fifth Cause of Action for Failure to Provide Meal Periods:

10 (18) For one hour of pay at the regular rate of compensation for each member of the
11 Meal Period Class for each workday that a meal period was not provided;

12 (19) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
13 3287;

14 As to the Sixth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

15 (20) For one hour of pay at the regular rate of compensation for each member of the
16 Rest Period Class for each workday that a rest period was not provided;

17 (21) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
18 3287;

19 As to the Seventh Cause of Action for Unpaid Reimbursement for Work Expenses:

20 (22) For recovery of the unpaid balance for all necessary expenditures and losses
21 incurred in direct consequence of the discharge of Defendants' duties;

22 (23) For interest thereon at the same rate as judgments in civil actions, accruing from
23 the date on which each member of the Reimbursements Class incurred the necessary expenditure
24 or loss, under Labor Code § 2802(b);

25 (24) For reasonable attorneys' fees and costs under Labor Code § 2802(c);

26 As to the Eighth Cause of Action for Derivative Failure to Timely Furnish

27 Accurate Itemized Wage Statements:

28 (25) For recovery as authorized by Labor Code § 226(e);

(26) For an award of costs and reasonable attorneys' fees under Labor Code §§ 226(e)/(g);

As to the Ninth Cause of Action for Violations of Labor Code §§ 201-202:

(27) For recovery as authorized by Labor Code § 203;

As to the Tenth Cause of Action for Unfair Business Practices:

(28) For an accounting, under administration of Plaintiff and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants;

(29) For an Order requiring Defendants to identify each of the members of the Classes by name, home address, home telephone number and, if available, email address;

(30) For an Order requiring Defendants to make full restitution and payment under California law;

(31) For an Order for a preliminary and/or permanent injunction prohibiting Defendants from engaging in the acts complained of herein;

(32) For the creation of an administrative process wherein each injured member of the Classes may submit a claim in order to receive his/her money;

(33) For all other appropriate injunctive, declaratory and equitable relief;

(34) For interest to the extent permitted by law;

(35) For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action under Code of Civil Procedure § 1021.5, Business & Professions Code §§ 17200, et seq., Labor Code § 1194 and/or any other applicable provision of law;

As to All Causes of Action:

(36) For such relief as this Court may deem just and proper, including reasonable attorneys' fees and costs incurred.

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Dated: October 30, 2025

By: Arsiné Grigoryan
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Arsiné Grigoryan, Esq.
Attorneys for Plaintiff