

1 JAMES HAWKINS APLC
2 James R. Hawkins, Esq. (#192925)
3 Gregory Mauro, Esq. (#222239)
4 Michael Calvo, Esq. (#314986)
5 Lauren Falk, Esq. (#316893)
6 Ava Issary, Esq. (#342252)
7 9880 Research Drive, Suite 200
8 Irvine, CA 92618
9 Tel.: (949) 387-7200
10 Fax: (949) 387-6676
11 Email: James@jameshawkinsaplc.com
12 Email: Greg@jameshawkinsaplc.com
13 Email: Michael@jameshawkinsaplc.com
14 Email: Lauren@jameshawkinsaplc.com
15 Email: Ava@jameshawkinsaplc.com

16 Attorneys for Plaintiff YVETTE BLANCA MORALES,
17 on behalf of the general public as private attorney general.

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF CONTRA COSTA**

20 YVETTE BLANCA MORALES, on behalf of
21 the general public as private attorney general,

22 Plaintiff,

23 v.

24 DVA RENAL HEALTHCARE, INC., a
25 Tennessee Corporation; DAVITA, INC., a
26 Delaware Corporation; and DOES 1-50,
27 inclusive,

28 Defendants.

CASE NO.:

**PROPOSED PAGA REPRESENTATIVE
ACTION COMPLAINT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 et seq).**

1 Plaintiff YVETTE BLANCA MORALES (“Plaintiff”), on behalf the general public and all
2 non-exempt aggrieved employees, acting on behalf of the California Attorney General as private
3 attorney general, asserts claims against DVA RENAL HEALTHCARE, INC., DAVITA, INC.,
4 and DOES 1-50, inclusive, (collectively “Defendants”) as follows:

5 **I. INTRODUCTION**

6 1. This is a representative action for recovery of penalties under the Private Attorneys
7 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
8 employees” to bring a lawsuit as a representative action on behalf of the general public as private
9 attorney general and all other current and former aggrieved employees, to recover civil penalties
10 and address an employer’s violations of the California Labor Code.

11 2. In this case, Defendants violated various provisions of the California Labor Code.
12 As set forth below, Defendants implemented policies and practices which led to Defendant’s:
13 (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work
14 period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional
15 hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c)
16 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
17 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
18 rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
19 accurate itemized wage statements; and (f) failing to indemnify necessary business expenses. As a
20 result, Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as
21 private attorney general and all other aggrieved employees.

22 **II. JURISDICTION AND VENUE**

23 3. The California Superior Court has jurisdiction over this action pursuant to
24 California Constitution Article VI, Section 10, which grants the Superior Court “original
25 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
26 which this action is brought do not give jurisdiction to any other court.

27 4. This Court has jurisdiction over Defendants because, upon information and belief,
28 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

1 avails itself of the California market so as to render the exercise of jurisdiction over it by the
2 California Courts consistent with traditional notions of fair play and substantial justice.

3 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
4 Civil Procedure section 395. Defendants are doing business throughout California, including but
5 not limited to Contra Costa County, and each Defendant is within the jurisdiction of this Court for
6 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
7 all other aggrieved employees within the State of California. Defendants employ numerous
8 aggrieved employees in in the State of California.

9 6. On information and belief, Defendants have conducted business within the State of
10 California during the purported liability period and continue to conduct business throughout the
11 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
12 similarly situated non-exempt aggrieved employees within California.

13 7. The California Superior Court also has jurisdiction in this matter because on
14 information and belief there are no federal questions at issue, as the issues herein are based solely
15 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
16 California Code of Civil Procedure, the California Civil Code, and the California Business and
17 Professions Code.

18 8. On information and belief, during the statutory liability period and continuing to
19 the present (“liability period”), Defendants consistently maintained and enforced against
20 Defendants’ Non-Exempt aggrieved Employees, among others, the following unlawful practices
21 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
22 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
23 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
24 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
25 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
26 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay
27 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage
28 statements; and (f) failing to indemnify necessary business expenses.

9. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3, 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

10. Plaintiff, YVETTE BLANCA MORALES was, at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately March 22, 2022, as a Non-Exempt Employee with the title of Patient Care Technician (PCT) and Dialysis Technician and worked during the liability period for Defendants until Plaintiff's separation from Defendants' employ in approximately February 20, 2025. Plaintiff's duties included but were not limited to: operation of the dialysis machine, monitoring patients and assisting them during dialysis treatments, disassembly and sterilization of the dialysis machine, and other basic functions and duties pertaining to patient care.

11. As Defendants' employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

a) perform work subject to the control of the employer without being compensated all wages including overtime and minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);

b) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders (“IWC”);

c) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the

1 Industrial Welfare Commission Wage Orders (“IWC”);

2 d) not provided accurate itemized wage statements;

3 e) not timely paid wages;

4 f) not provided accurate wage statements;

5 g) not reimbursed necessary business expenses; and

6 h) conducting and engaging in unfair business practices.

7 12. On information and belief, Defendants willfully failed to pay all earned wages in
8 the form regular wages, minimum wages, overtime wages, vacation pay, and meal and rest period
9 premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants
10 returned to Plaintiff or Aggrieved Employees, upon or after separation from employment with
11 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et seq.*
12 on behalf of the general public as private attorney general and all other aggrieved employees.

13 **B. Defendants**

14 13. Defendant DVA RENAL HEALTHCARE, INC. operates as a healthcare business,
15 specializing in kidney dialysis services. Plaintiff estimates there are in excess of 100 Non-Exempt
16 Employees who work or have worked for Defendants over the last year.

17 14. Defendant, DAVITA, INC. operates as a healthcare business, specializing in
18 kidney dialysis services. Defendant operates in several California locations. Plaintiff estimates
19 there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for
20 Defendant over the last four years.

21 15. Other than identified herein, Plaintiff is unaware of the true names, capacities,
22 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
23 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
24 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
25 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are
26 ascertained.

27 16. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
28 or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved

1 Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is
2 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this
3 action as the agent of the other defendants, carried out a joint scheme, business plan or policy in
4 all respects pertinent hereto, and the acts of each defendant are legally attributable to the other
5 defendants.

6 **IV. GENERAL ALLEGATIONS**

7 17. At all times set forth herein, Defendants employed Plaintiff and other persons in the
8 capacity of non-exempt positions, however titled, throughout the state of California.

9 18. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
10 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
11 rules and regulations of the IWC California Wage Orders.

12 19. Defendants continue to employ Non-Exempt Employees, however titled, in
13 California and implement a uniform set of policies and practices to all non-exempt employees, as
14 they were all engaged in the job duties related to Defendants' healthcare businesses.

15 20. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
16 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
17 of the requirements of California's wage and employment laws.

18 21. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
19 Employees are citizens of the state of California.

20 22. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
21 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
22 week, but were not properly paid for such time at the employee's correct rate of pay per hour for
23 overtime.

24 23. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
25 Employees based upon an hourly rate.

26 24. Defendants also failed to properly calculate Plaintiff's and the Aggrieved
27 Employees' regular rate of pay including but not limited to by failing to include all forms of
28 compensation/remuneration in the regular rate of pay, including but not limited to bonuses,

1 incentives, training pay, referral bonuses, shift differential pay, and other compensation for
2 overtime calculation purposes.

3 25. Defendants failed to provide Plaintiff with an uninterrupted duty-free meal period
4 as required by law.

5 26. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
6 excess of five hours without being provided a lawful meal period and over ten hours in a day
7 without being provided a second lawful meal period as required by law.

8 27. Plaintiff and Aggrieved Employees missed meal breaks several times a week and
9 had late meal breaks. Meal breaks were interrupted and lasted for less than the 30 minutes required
10 by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

11 28. For instance, Plaintiff was forced to work through meal breaks as Defendants were
12 short staffed. Plaintiff was required to work during meal periods, despite clocking out. Plaintiff
13 and Aggrieved Employees were also prohibited from leaving the premises for meal periods.

14 29. Defendants also unlawfully deducted a full 30-minutes of time for meal periods no
15 matter if a Labor Code compliant meal period was provided to Plaintiff and Aggrieved
16 Employees. Resulting in an underpayment of minimum and overtime wages.

17 30. Indeed, during the relevant time, as a consequence of Defendants' staffing and
18 scheduling practices, work demands, and Defendants' policies and practices, Defendants
19 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
20 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

21 31. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
22 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
23 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
24 required by law.

25 32. For instance, Plaintiff often worked 10–12-hour shifts, approximately twice per
26 week. During those shifts, Plaintiff was given a second meal period, despite being entitled to at
27 least two meal breaks.

28 33. On information and belief, Plaintiff and Aggrieved Employees did not waive their

1 rights to meal periods under the law.

2 34. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
3 meal periods.

4 35. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
5 during meal periods.

6 36. Despite the above-mentioned meal period violations, Defendants failed to
7 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
8 one additional hour of pay at their regular rate as required by California law when meal periods
9 were not timely or lawfully provided in a compliant manner.

10 37. Plaintiff are informed and believe, and thereon alleges, that Defendants know,
11 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
12 were entitled to receive premium wages based on their regular rate of pay under Labor Code
13 §226.7 but were not receiving such compensation.

14 38. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
15 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
16 period for every four hours worked or major fraction thereof, including third rest breaks which is a
17 violation of the Labor Code and IWC wage order.

18 39. Defendants maintained and enforced scheduling practices, policies, and imposed
19 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
20 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
21 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
22 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
23 Further, Plaintiff and Aggrieved Employees were prohibited from leaving the premises during rest
24 breaks.

25 40. Defendants would often interrupt Plaintiff's rest breaks, if one was taken. Further,
26 Plaintiff was only given one (1) rest break during her shifts, despite working 13-14 hour shifts.

27 41. Despite the above-mentioned rest period violations, Defendants did not compensate
28 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of

1 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
2 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
3 permitted.

4 42. Defendants also failed to provide accurate, lawful itemized wage statements to
5 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
6 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
7 worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from
8 Plaintiff and the Aggrieved Employees' wage statements.

9 43. IWC Wage Orders require Defendants to maintain time records showing, among
10 others, when the employee begins and ends each work period, meal periods, split shift intervals
11 and total daily hours worked in an itemized wage statement, and must show all deductions and
12 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
13 the Class. On information and belief, Defendants have failed to record all or some of the items
14 delineated in Industrial Wage Orders and Labor Code §226.

15 44. Defendants also failed to accurately list the correct company name on paystubs. For
16 instance, the company logo name "Davita" is listed on paystubs, but does not match the company
17 name listed on the California Secretary of State ("Davita, Inc.").

18 45. On information and belief, Defendants also required Plaintiff and Aggrieved
19 Employees to work off-the-clock to conducts pre-shift work activities. For instance, Plaintiff, and
20 on information and belief Aggrieved Employees, would prep for shifts by completing necessary
21 tasks such as setting up the machines (5 of them), drawing up medications, and checking the water
22 system, while off-the-clock. These pre shift tasks would take approximately 30-minutes. Plaintiff
23 and Aggrieved Employees were not compensated for this off-the-clock work.

24 46. On information and belief, Defendants also required Plaintiff and Aggrieved
25 Employees to work-off-the clock for training that took place five (5) times per year, for two (2)
26 hours, while off-the-clock. Plaintiff and Aggrieved Employees were not compensated for their
27 time spent doing their required training.

28 47. On information and belief, Defendants also required Plaintiff and Aggrieved

1 Employees to work-off-the clock for COVID screenings. Plaintiff was required to go through off-
2 the-clock COVID related checks including, daily temperature checks for approximately 2-3
3 minutes. Plaintiff was not compensated for this time spent conducting COVID screenings while
4 off-the-clock.

5 48. Further, Defendants also required Plaintiff and Aggrieved Employees work off-the-
6 clock to conduct post-shift work activities as Plaintiff would often have to stay an additional 20-30
7 minutes after clocking out as patients would still be connected to the machines and Plaintiff was
8 required to stay until the session was complete.

9 49. Defendants also required Plaintiff and Aggrieved Employees work off-the-clock
10 approximately two (2) times per month, every other Sunday, for six (6) months to clean the RO
11 system for two (2) hours. This was required minutes after Plaintiff would clock out. Defendants
12 failed to compensate Plaintiff for all time worked while off the clock.

13 50. Plaintiff and Aggrieved Employees were also required to work off-the-clock to
14 communicate with Defendants management. For instance, Plaintiff was required to use her
15 personal cellphone for work related purposes, such as communicating via text message and calling
16 management to discuss work related matters. Plaintiff also had to use the Workday Application
17 and ADP Application.

18 51. On information and belief, during the relevant time frame, Defendants failed to
19 adequately reimburse Plaintiff and Aggrieved Employees for business expenditures incurred for
20 the use of personal cell phones. Plaintiff was required to download work related applications on
21 her personal cell phone in addition to using her cell phone to communicate with Defendants. Such
22 business expenditures incurred were incurred in direct consequence of Plaintiff's and Aggrieved
23 Employees' duties pursuant to Labor Code § 2802.

24 52. Defendants also failed to adequately reimburse Plaintiff and Aggrieved Employees
25 for business expenses for mileage incurred for use of their personal vehicles to drive between
26 jobsites. Defendants failed to pay the required IRS standard mileage rate.

27 53. Further, on information and belief, during the relevant time frame, Defendants
28 failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenditures

1 incurred for the purchase of protective gear. For instance, Plaintiff was required to purchase a face
2 shield and other protective gear supplies out of pocket. Defendants required Plaintiff wear non-slip
3 shoes, disposable gowns, face shields, disposable face masks, and disposable gloves.

4 54. Plaintiff is informed and believes, and thereon alleges, that at all times herein
5 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
6 thereof for resignations without prior notice as the case may be) they had a duty to accurately
7 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
8 meal and rest period premiums, and that Defendants had the financial ability to pay such
9 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
10 because of the above-specified violations.

11 55. Defendants failed to pay Plaintiff her final pay within the required time frame.
12 Plaintiff was informed of her termination on February 20, 2025, however, Defendants failed to pay
13 Plaintiff her final pay on that date. Defendants paid Plaintiff her final pay 10 days after her
14 termination and did not pay waiting penalties for the days Plaintiff was forced to wait for her final
15 pay.

16 56. Upon information and belief, Defendants knew and or should have known that it is
17 improper to implement policies and commit unlawful acts such as:

18 (a) requiring employees to work four (4) hours or a major fraction thereof without
19 being provided a minimum ten (10) minute rest period and without compensating the employees
20 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
21 rest period was not provided;

22 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
23 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
24 and without compensating employees with one (1) hour of pay at the regular rate of compensation
25 for each workday that such a meal period was not provided;

26 (c) failing to pay overtime and minimum wages;

27 (d) failing to provide accurate itemized wage statements;

28 (e) failing to timely pay Plaintiff and Aggrieved Employees;

- 1 (f) failing to reimburse necessary business expenses; and
2 (g) conducting and engaging in unfair business practices.

3 57. In addition to the violations above, and on information and belief, Defendants knew
4 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
5 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
6 knowingly, recklessly, and/or intentionally failed to do so.

7 Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants
8 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
9 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
10 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

11 **REPRESENTATIVE CLAIMS**

12 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

13 58. Plaintiff incorporates by reference and re-alleges each and every allegation
14 contained above, as though fully set forth herein.

15 59. On November 20, 2025, Plaintiff complied with notice requirements pursuant to
16 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
17 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
18 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
19 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
20 representative capacity. The substance and violations set forth in this Complaint of which the
21 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
22 Action Complaint to the LWDA.

23 60. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
24 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
25 Employees of Defendants.

26 61. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
27 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
28 including without limitation Labor Code section 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3,

1 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage
2 Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

3 62. At all times relevant, Plaintiff and all other aggrieved employees regularly
4 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
5 rest break requirements of the applicable IWC wage order and the Labor Code.

6 63. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
7 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
8 aggrieved Employees to work off-the-clock as outlined above.

9 64. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
10 overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and
11 other forms of remuneration as described above into the regular rate of pay for overtime
12 calculation purposes. Defendants further failed to accurately pay overtime wages due to
13 Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.
14 Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt
15 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week
16 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one
17 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day
18 or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for
19 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
20 seventh day of work in a particular work week.

21 65. Defendants failed to provide Plaintiff and all other aggrieved employees
22 uninterrupted duty-free meal periods of not less than thirty (30) minutes. Defendants implemented
23 and enforced policies of on duty meal period practices which required employees to work during
24 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
25 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
26 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
27 time of trial.

28 66. Plaintiff, and on information and belief, all aggrieved employees, were

1 systematically not permitted or authorized to take ten minute rest periods for every four hours
2 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
3 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
4 hour of wages for every day in which a rest period was missed or untimely as a result of
5 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
6 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt
7 Employees, and by failing to provide compensation for such non-provided or shortened rest
8 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
9 226.7, 512 and the applicable IWC Wage Order.

10 67. Defendants also willfully violated Labor Code sections 201-203 by failing to
11 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
12 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
13 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
14 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
15 the subject employee's wages until the back wages are paid in full or an action is commenced.
16 The penalty cannot exceed 30 days of wages.

17 68. Plaintiff and all other aggrieved employees who were separated from employment
18 are entitled to compensation for all forms of wages earned, including but not limited to
19 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
20 have not received such compensation, therefore entitling them to penalties under PAGA for
21 violations of Labor Code sections 201-203.

22 69. On information and belief, Defendants willfully failed to pay all wages due and
23 owing upon separation from employment. These wages include but are not limited to regular and
24 overtime wages, and meal and rest period premiums.

25 70. On information and belief, Defendants willfully failed to pay all wages due and
26 owing upon separation from employment. These wages include minimum and overtime wages.

27 71. On information and belief, Defendants failed to provide accurate itemized wage
28 statements which failed to include the rate of pay and total hours worked per pay period, failed to

1 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
2 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
3 to Labor Code section 226(a).

4 72. Defendants have failed to accurately record all time worked.

5 73. Defendants have also failed to accurately record the meal and rest period premiums
6 owed and all wages owed per pay period.

7 74. Plaintiff and aggrieved Employees have been injured as they were unable to
8 determine whether they had been paid correctly for all hours worked per pay period among other
9 things.

10 75. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
11 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
12 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
13 for each violation in a subsequent citation, for which the employer fails to provide the employee a
14 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

15 76. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
16 Employees for business expenses incurred as described above. Labor Code § 2802 requires
17 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
18 direct consequences of the discharge of his or her duties. Despite these realities of the job,
19 Defendants failed to provide reimbursements.

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

24 78. Labor Code section 1197 makes it unlawful to pay an employee less than the
25 minimum wage as established by the Industrial Welfare Commission.

26 79. Labor Code section 1198 provides that the maximum hours of work and the
27 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
28 standard conditions of labor by the commission shall be the maximum hours of work and the

1 standard conditions of labor for employees. The employment of any employee for longer hours
2 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

3 a. The applicable reporting time wages are fixed by the IWC in Wage Order 1.

4 b. In relevant part, Section 5 of the applicable wage order provides:

5 (A) Each workday an employee is required to report for work and does report,
6 but is not put to work or is furnished less than half said employee's usual or scheduled
7 day's work, the employee shall be paid for half the usual or scheduled day's work, but in
8 no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
9 rate of pay, which shall not be less than the minimum wage.

10 c. Defendants failed to pay reporting time wages. In particular, Plaintiff and the
11 Aggrieved Employees were forced to report to work and were furnished with less
12 than half the employee's usual or scheduled day's work.

13 80. In fact, Plaintiff and Aggrieved Employees reported to work at Defendant's
14 direction, and then were sent home – without the legal compensation. By failure to pay hourly
15 wages for reporting time, Defendants willfully violated Labor Code sections 1194, 1197, 1198,
16 and IWC Wage Orders 1.

17 81. Additionally, Defendants have no accurate records relating to aggrieved
18 employees' work periods, meal periods, total daily hours worked, total hours worked per payroll
19 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
20 maintain accurate records relating to hours worked daily in violation of Labor Code sections
21 1174(d), 1174.5.

22 82. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees
23 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
24 worked.

25 83. Plaintiff and the Representative aggrieved Employees are entitled to recover
26 Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

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Dated: November 20, 2025

JAMES HAWKINS APLC

By: _____
JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.
Attorneys for Plaintiff YVETTE BLANCA
MORALES on behalf of the general public as
private attorney general