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Attorneys for Plaintiffs on behalf of themselves and
others similarly situated

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

ROSA SANCHEZ, ALFONSO
GONZALEZ, ADALINDA MEDINA
MENDOZA, GUADALUPE CUBIAS,
YOLANDA RAMIREZ MARRUFO, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

COLUMBIA RIVERSIDE, INC., a
California corporation; HCA
HEALTHCARE, INC., a California
corporation; and DOES 1 to 10, inclusive,

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay Overtime Wages in Violation of Labor Code sections 510 and 1198;**
- 2. Failure to pay all Wages and Minimum Wages in Violation of Labor Code sections 221, 223, 1182, 1194, 1197, and 1198;**
- 3. Failure to Provide Meal Periods in Violation of Labor Code sections 226.7, 512, 516 and 1198;**
- 4. Failure to Provide Rest Periods in Violation of Labor Code sections 226.7, 516, 1198;**
- 5. Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of Labor Code section 226(a) and Failure to Maintain Accurate Records;**
- 6. Failure to Reimburse Business Expenses in Violation of Labor Code section 2802;**

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- 7. **Failure to Provide Suitable Facilities for Meal and Rest Breaks in Violation of Labor Code section 226.7;**
- 8. **Failure to Timely Pay Wages During Employment in Violation of Labor Code Section 204;**
- 9. **Waiting Time Penalties Pursuant to Labor Code sections 201 and 203; and**
- 10. **Violations of Business & Professions Code section 17200 et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff, ROSA SANCHEZ, ALFONSO GONZALEZ, ADALINDA MEDINA
2 MENDOZA, GUADALUPE CUBIAS, YOLANDA RAMIREZ MARRUFO (hereinafter
3 “Plaintiff”) hereby submits her Complaint against Defendants COLUMBIA RIVERSIDE, INC., a
4 California corporation; HCA HEALTHCARE, INC., a California corporation; and DOES 1 to 10
5 (hereinafter referred to as “Defendants”) on behalf of herself and the class of all other similarly
6 situated current and former employees of Defendants as follows:

7 **NATURE OF THE CASE**

8 1. This is a class action arising out of Defendants’ failure to provide their non-exempt
9 employees with all wages, and meal and rest periods in compliance with the applicable wage order
10 and/or the California Labor Code, by failing to reimburse business expenses, by failing to provide
11 suitable facilities for meal and rest breaks, and by failing to comply with the applicable wage order
12 and/or the Labor Code regarding the payment of wages.

13 2. Columbia Riverside, Inc. does business as Riverside Community Hospital and is
14 located at 4445 Magnolia Ave., Riverside CA, 92501. HCA Healthcare Inc. operates Riverside
15 Community Hospital. At all relevant times, Defendants issued and maintained uniform,
16 standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid
17 employees in California, including Plaintiffs and others similarly situated, regardless of their
18 location or position.

19 3. Defendants have maintained practices across its locations which have failed and
20 continue to fail to pay Plaintiffs and other non-exempt employees all wages. Specifically,
21 Defendants have a company-wide policy of subjecting Plaintiffs and other non-exempt employees
22 to work off-the-clock before and after every shift, as well as during meal breaks. During the Covid-
23 19 pandemic Defendants required Plaintiffs to wait in line outside for a temperature check prior to
24 clocking-in. This time was unpaid and off-the-clock and could take up to fifteen minutes. Further,
25 when Plaintiffs reached the timeclock there would be a line of up to ten other employees clocking-
26 in. Plaintiffs would have to wait for approximately five minutes. This time was unpaid. Moreover,
27 because Defendants discouraged overtime, Plaintiffs were frequently required to clock-out at the
28 end of their shifts but continue working until their tasks were complete.

1 4. Defendants also failed to pay all wages because it paid PTO at the base rate of pay
2 rather than at the regular rate. For example, on Plaintiff Medina Mendoza's pay statement with the
3 pay date of 9/23/22, Plaintiff earned shift differential pay, holiday differential pay and charge
4 percentage, but his PTO was still paid at the base rate of pay. Thus, Defendants failed to pay all
5 wages.

6 5. Meal breaks were also frequently short and interrupted. Specifically, Plaintiffs were
7 required to clock-out on the time clock for meal breaks and then search for a suitable location for
8 their meal breaks. The time it would take to find an available area could take up to ten or so
9 minutes. This resulted in short meals. Moreover, the "breakrooms" Plaintiffs were permitted to use
10 also operated as storage rooms and contained various chemical bottles and soiled cloths. As a
11 result, there was not a suitable facility for Plaintiffs to take their meal breaks. Additionally, when
12 Plaintiffs were clocked-out on their meal periods, they would be frequently interrupted by
13 management assigning them additional tasks. Meal breaks were also regularly missed if Plaintiffs
14 needed to attend to an emergency situation, and Defendants failed to provide meal break premiums.
15 For example, on 7/5/22 and 7/9/22 Plaintiff Cubias was not provided meal breaks and Defendants
16 failed to pay meal premiums.

17 6. Rest breaks were also rarely provided due to the demanding nature of Plaintiffs'
18 jobs and lack of coverage. However, even on the rare occasion a rest break was permitted, there
19 was not a suitable facility to take the break and the break would be interrupted by calls from
20 management.

21 7. Plaintiffs also allege that they incurred business-related expenses that were not
22 reimbursed by Defendants. Specifically, during the Covid-19 pandemic, Plaintiffs were required to
23 purchase their own N-95 masks and face shields. Moreover, Plaintiff Cubias was required to use
24 her own cellphone for work-related duties and had to purchase her own uniform and non-slip
25 shoes.

26 8. In light of the foregoing, Defendants failed to provide Plaintiffs and other non-
27 exempt employees with compliant wage statements and failed to timely pay wages during
28 employment and final wages upon termination or separation from employment. Further, wage

1 statements are incorrect because wage statements fail to show total hours worked and hours shown
2 and rate shown is conflicting. For example, on Plaintiff Ramirez Marrufo's pay statement with the
3 pay date of 10/7/22, the hours for shift differential is short by 0.01.

4 9. Plaintiffs bring Causes of Action One through Ten (the "class claims") as a class
5 action on behalf of themselves and others similarly situated individuals who have worked for
6 Defendants in California, at any time from four-years prior to the filing of this complaint, through
7 the resolution of this action. Plaintiff, on her own behalf and on behalf of all Class Members,
8 brings the class claims pursuant to Labor Code sections 200-203, 221, 223, 226, 226.7, 246, 500,
9 510, 512, 1174, 1194, 1194.2, 1197, 1198, the applicable wage order and under Business &
10 Professions Code sections 17200-17208, for unfair competition due to Defendants' unlawful,
11 unfair and fraudulent business acts and practices.

12 10. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
13 engaged in, among other things a system of willful violations of the Labor Code and the applicable
14 IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny
15 employees the above stated rights and benefits.

16 **PARTIES**

17 11. Plaintiff, Rosa Sanchez is an individual over the age of eighteen (18) and is now,
18 and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State
19 of California. During the class period, Plaintiff worked for Defendants in Riverside, California
20 from approximately 2014 through approximately October 20, 2022. Plaintiff worked in
21 housekeeping and earned approximately \$23 per hour. Plaintiff's job duties included but were not
22 limited to cleaning and maintaining hospital.

23 12. Plaintiff, Alfonso Gonzalez is an individual over the age of eighteen (18) and is
24 now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the
25 State of California. During the class period, Plaintiff worked for Defendants in Riverside,
26 California from approximately 2016 through approximately October 20, 2022. Plaintiff worked as
27 a floor tech and earned approximately \$23 per hour. Plaintiff's job duties included but were not
28 limited to cleaning and sealing floors and taking out the trash.

1 13. Plaintiff, Adalinda Medina Mendoza is an individual over the age of eighteen (18)
2 and is now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary
3 of the State of California. During the class period, Plaintiff worked for Defendants in Riverside,
4 California from approximately 2005 through approximately October 20, 2022. Plaintiff worked as
5 an EVS assistant and earned approximately \$23 per hour. Plaintiff's job duties included but were
6 not limited to cleaning and maintaining hospital.

7 14. Plaintiff, Guadalupe Cubias is an individual over the age of eighteen (18) and is
8 now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the
9 State of California. During the class period, Plaintiff worked for Defendants in Riverside,
10 California from approximately February 2022 through approximately October 20, 2022. Plaintiff
11 worked in housekeeping- EVS and earned approximately \$20.75 per hour. Plaintiff's job duties
12 included but were not limited to cleaning the hospital.

13 15. Plaintiff, Yolanda Ramirez Maruffo is an individual over the age of eighteen (18)
14 and is now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary
15 of the State of California. During the class period, Plaintiff worked for Defendants in Riverside,
16 California from approximately 2002 through approximately October 20, 2022. Plaintiff worked as
17 an EVS tech and earned approximately \$24 per hour. Plaintiff's job duties included but were not
18 limited to cleaning the rooms in the maternity department.

19 16. Plaintiffs are informed and believe, and based thereon allege, that Defendant
20 Columbia Riverside Inc. is a California corporation. Plaintiffs are further informed and believe that
21 at all times relevant hereto, Defendant has transacted, and continues to transact, business
22 throughout the State of California.

23 17. Plaintiffs are informed and believe, and based thereon allege, that Defendant HCA
24 Healthcare Inc. is a California corporation. Plaintiffs are further informed and believe that at all
25 times relevant hereto, Defendant has transacted, and continues to transact, business throughout the
26 State of California.

27 18. Plaintiffs are informed and believe, and based upon such information and belief
28 allege, that Defendants are, now and/or at all times mentioned in this Complaint was in some

manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

19. Plaintiffs are further informed and believe, and based upon such information and belief allege, that at all times herein mentioned, Defendants proximately caused Plaintiffs, all others similarly situated, and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

20. Plaintiffs are informed and believes and based thereon alleges that at all times herein mentioned Defendants and DOES 1 through 10, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

21. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as DOES 1 through 10, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this complaint when the true names and capacities are known. Plaintiffs are informed and believes and based thereon alleges that each of said fictitious Defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiffs and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

22. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

23. Plaintiffs are informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein were the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and were acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

24. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

25. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

26. The members of the Classes (as defined below), including the representative Plaintiff named herein, have been employed during the Class Period in California. The practices and policies which are complained of by way of this Complaint are enforced throughout the State of California.

JURISDICTION AND VENUE

27. The Court has jurisdiction over this class action pursuant to article 6, section 10 of the California Constitution and Code of Civil Procedure section 410.10.

28. Additionally, this Court has jurisdiction over Plaintiffs' and the Classes' claims for injunctive relief, including restitution of earned wages, arising from Defendants' unfair competition under Business & Professions Code section 17203 and 17204. The Court also has jurisdiction over Plaintiffs' and the Classes' claims pursuant to the applicable provisions.

29. The Court has jurisdiction over Defendants because they are authorized to do business in the State of California and are registered with the California Secretary of State. Defendants do sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avails itself of the California market through the advertising, marketing and sale of goods and services, to render the exercise of jurisdiction over Defendants by the California court consistent with traditional notions of fair play and substantial justice.

30. Venue is proper in Riverside County because the acts which give rise to this

litigation occurred in this county and because Defendants have employed class members in this county and transacts business in this county.

FACTUAL ALLEGATIONS

31. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

Defendants' Failure to Pay Overtime Wages

32. During the Class Period, upon information and belief, Defendants had, and continues to have, a company-wide policy of discouraging and impeding Plaintiff and members of the Classes from recording hours worked that were outside of their scheduled shifts to limit the amount of overtime employees could accrue. Specifically, Defendants have a company-wide policy of subjecting Plaintiff and class members to work off-the-clock before and after every shift, as well as during meal breaks. During the Covid-19 pandemic Defendants required Plaintiffs to wait in line outside for a temperature check prior to clocking-in. This time was unpaid and off-the-clock and could take up to fifteen minutes. Further, when Plaintiffs reached the timeclock there would be a line of up to ten other employees clocking-in. Plaintiffs would have to wait for approximately five minutes. This time was unpaid. Moreover, because Defendants discouraged overtime, Plaintiffs were frequently required to clock-out at the end of their shifts but continue working until their tasks were complete. Defendants also required Plaintiffs and members of the classes to continue working after clocking out for their meal periods as described above.

33. Because Plaintiffs and members of the Classes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

34. Therefore, Plaintiffs and members of the Classes were not paid overtime wages for all of the overtime hours they actually worked.

Defendants' Failure to Pay all Wages and Minimum Wages

35. As stated above, during the relevant time period, as a result of Defendants' policy of limiting the amount of overtime employees could accrue, coupled with being under Defendants' control before and after their scheduled shift times, Plaintiff and members of the Classes were forced to work off-the-clock. Defendants also failed to pay PTO at the regular rate of pay.

1 36. Thus, Defendants did not pay at least minimum wages for all hours worked by
2 Plaintiffs and members of the Classes. To the extent that these off-the-clock hours did not qualify
3 for overtime premium payment, Defendants did not pay at least minimum wages for those hours
4 worked off-the-clock.

5 ***Failure to Provide Compliant Meal Periods***

6 37. Plaintiffs allege that meal breaks were frequently late, missed and interrupted. As a
7 result, Plaintiffs and members of the Classes were forced to work in excess of five (5) hours before
8 taking a meal period. Specifically, Plaintiffs were required to clock-out on the time clock for meal
9 breaks and then search for a suitable location for their meals. The time it would take to find an
10 available area could take up to ten or so minutes. This resulted in short meals. Additionally, when
11 Plaintiffs were clocked-out on their meal periods, they would be frequently interrupted by
12 management assigning them additional tasks. Meal breaks were also regularly missed if Plaintiffs
13 needed to attend to an emergency situation, and Defendants failed to provide meal break premiums.
14 For example, on 7/5/22 and 7/9/22 Plaintiff Cubias was not provided meal breaks and Defendants
15 failed to pay meal premiums.

16 38. Plaintiff and members of the Classes did not sign valid meal period waivers on days
17 that they were entitled to meal periods and were not relieved of all duties.

18 ***Defendants' Failure to Provide Compliant Rest Breaks***

19 39. During the relevant time period, Defendants regularly failed to authorize and permit
20 Plaintiff and members of the Classes to take a ten (10) minute rest period per each four (4) hour
21 period worked or major fraction thereof.

22 40. Rest breaks were also rarely provided due to the demanding nature of Plaintiffs'
23 jobs and lack of coverage. However, even on the rare occasion a rest break was permitted, it be
24 interrupted by calls from management.

25 ***Defendants' Failure to Provide Suitable Facilities for Meal and Rest Breaks***

26 41. The "breakrooms" Plaintiffs were permitted to use also operated as storage rooms
27 and contained various chemical bottles and soiled cloths. As a result, there was not a suitable
28 facility for Plaintiffs to take their meal breaks.

1 ***Defendants' Failure to Provide Compliant Wage Statements***

2 42. During the relevant time period, Defendants have knowingly and intentionally
3 provided Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage
4 statements. For example, Defendants issued uniform wage statements to Plaintiffs and members of
5 the Classes that fail to correctly list: gross wages earned; total hours worked; net wages earned; and
6 all applicable hourly rates in effect during the pay period, including rates of pay for overtime
7 wages and/or meal and rest period premiums, and the corresponding number of hours worked at
8 each hourly rate.

9 43. Because Defendants did not record the time Plaintiffs and members of the Classes
10 spent working off-the-clock, Defendants did not list the correct amount of gross wages and net
11 wages earned by Plaintiff and members of the Classes in compliance with Labor Code sections
12 226(a)(1) and 226(a)(5), respectively.

13 44. For the same reason, Defendants failed to accurately list the total number of hours
14 worked by Plaintiffs and members of the Classes and failed to list the applicable hourly rates of
15 pay in effect during the pay period and the corresponding accurate number of hours worked at each
16 hourly rate. Moreover, Further, wage statements are incorrect because wage statements fail to show
17 total hours worked and hours shown and rate shown is conflicting. For example, on Plaintiff
18 Ramirez Marrufo's pay statement with the pay date of 10/7/22, the hours for shift differential is
19 short by 0.01.

20 45. Because Defendants failed to provide the correct net and gross wages earned,
21 applicable rates of pay, and number of total hours worked on wage statements, Plaintiffs and
22 members of the Classes have been prevented from verifying, solely from information on the wage
23 statements themselves, that they were paid correctly and in full. Instead, Plaintiffs and members of
24 the Classes have had to look to sources outside of the wage statements themselves and reconstruct
25 time records to determine whether in fact they were paid correctly and the extent of underpayment,
26 thereby causing them injury.

27 ***Defendant's Failure to Reimburse Business Expenses***

28 46. During the class period, Defendants had a company-wide policy of requiring

1 Plaintiffs and other non-exempt employees to purchase their own N-95 masks and face shields
2 during the Covid-19 pandemic, which were necessary for their jobs. Moreover, Plaintiff Cubia was
3 required to use her personal cellphone for work-related duties and purchase her own uniform and
4 non-slip shoes. Yet, Defendants failed to reimburse them for these costs. Instead, Defendants
5 passed these operating costs off onto Plaintiffs and members of the classes.

6 ***Defendants' Failure to Timely Pay all Wages During Employment***

7 47. Labor Code section 204 requires that all wages earned by any person in any
8 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
9 wages due upon termination of an employee, are due and payable between the 16th and the 26th
10 day of the month during which the labor was performed, and that all wages earned by any person in
11 any employment between the 16th and the last day, inclusive, of any calendar month, other than
12 those wages due upon termination of an employee, are due and payable between the 1st and the
13 10th day of the following month.

14 48. Labor Code section 204 also requires that all wages earned for labor in excess of the
15 normal work period shall be paid no later than the payday for the next regular payroll period.
16 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed
17 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are
18 paid not more than seven (7) calendar days following the close of the payroll period.

19 49. During the class period, Defendants willfully failed to pay Plaintiffs and members
20 of the Classes all wages due including, but not limited to, minimum wages, and/or meal and rest
21 period premiums, within the time periods specified by Labor Code section 204.

22 ***Defendants' Failure to Timely Pay Final Wage Upon Termination***

23 50. Defendants willfully failed to pay Plaintiffs and members of the Classes who are no
24 longer employed by Defendants the earned and unpaid wages set forth above, including but not
25 limited to, sick pay wages, overtime wages, minimum wages, and/or meal/rest period premiums,
26 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
27 employ.

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1 ***Facts Regarding Willfulness***

2 51. Plaintiffs are informed and believes, and based thereon alleges, that Defendants are
3 and were advised by skilled lawyers, other professionals, employees with human resources
4 background and advisors with knowledge of the requirements of California wage and hour laws
5 and that at all relevant times, Defendants knew or should have known, that the Plaintiff Class
6 Members, including Plaintiffs, were entitled to receive one hour of pay at the employee's regular
7 rate of compensation for each day that a meal and/or rest period was not provided and were and are
8 entitled to receive pay for all hours worked, accurate itemized wage statements, and final pay in a
9 timely manner.

10 ***Unfair Business Practices***

11 52. Defendants have further engaged in, and continues to engage in, unfair business
12 practices in California by practicing, employing, and utilizing the unlawful employment practices
13 and policies outlined above.

14 53. As a direct result of the wage and hour violations herein alleged, Plaintiffs and
15 members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the
16 use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in
17 seeking to compel Defendants to perform their obligations under state law, all to Plaintiffs' and the
18 Plaintiff Class members' respective damage in amounts according to proof at the time of trial.

19 ***Plaintiff's Exhaustion of Administrative Remedies***

20 54. Plaintiffs are currently complying with the procedures for bringing suit specified in
21 Labor Code section 2699.3.

22 55. By letter dated May 1, 2023, required notice was provided to the Labor and
23 Workforce Development Agency ("LWDA") and Defendants, of the specific provisions of the
24 Labor Code alleged to have been violated, including the facts and theories to support the alleged
25 violations.

26 56. This Complaint will be amended when more than sixty-five (65) days have passed
27 since the date the notice was mailed to Defendants and the LWDA, if the LWDA chooses not to
28 investigate the allegations herein.

1 **CLASS ACTION ALLEGATIONS**

2 57. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

3 58. Pursuant to Code of Civil Procedure section 382, this action is brought and may be
4 properly maintained as a class action. This action satisfies the ascertainability, numerosity,
5 commonality, typicality, adequacy, predominance, and superiority requirements of those
6 provisions.

7 59. Plaintiffs bring this suit as a class action on behalf of two classes of individuals
8 defined as follows (collectively the “Classes”):

9 60. Plaintiff Class: All persons who have been, or currently are, employed by Defendants
10 and who held, or hold, job positions which Defendants have classified as “non-exempt” employees in
11 the State of California, at any time since four years prior to filing this action, through the date
12 judgment is rendered in this action.

13 61. Terminated Sub Class: All members of the Plaintiff Class whose employment ended
14 during the Class Period.

15 62. Numerosity: Plaintiffs are informed and believe, and on that basis allege, that during
16 the class period hundreds of class members have been employed by Defendants as non-exempt
17 employees in the State of California. Because so many persons have been employed by Defendants
18 in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is
19 impossible and/or impracticable.

20 63. Common Questions of Law and/or Fact: Common questions of law and fact exist as
21 to all members of the Plaintiff Class and predominate over any questions affecting solely individual
22 members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the
23 adjudication of Class Members’ claims are as follows:

- 24 a. Whether Plaintiffs and Class Members are subject to and entitled to the
25 benefits of California wage and hour statutes;
26 b. Whether Defendants failed to pay Plaintiffs and Class Members for all hours
27 worked;
28 c. Whether Defendants failed to pay Plaintiffs and Class Members all overtime;

- d. Whether Defendants had a standard policy of not providing compliant meal breaks and premiums to Plaintiffs and members of the Plaintiff Class;
- e. Whether Defendants had a standard policy of not providing compliant rest breaks and premiums to Plaintiffs and members of the Plaintiff Class;
- f. Whether Defendants had a standard policy of not providing Plaintiffs and members of the Plaintiff Class with sick pay at the regular rate;
- g. Whether Defendants unlawfully and/or willfully failed to provide Plaintiffs and members of the Plaintiff Class with true and proper wage statements upon payment of wages, in violation of Labor Code section 226;
- h. Whether Defendants failed to timely pay wages to Plaintiffs and members of the Plaintiff Class during their employment
- i. Whether Defendants unlawfully and/or willingly failed to timely pay Plaintiff and the Terminated Sub Class upon termination;
- j. Whether Plaintiffs and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief;
- k. Whether Defendants' conduct as alleged herein violates the Unfair Business Practices Act of California (Bus. & Prof. Code, § 17200 et seq.)

64. Typicality: The claims of the named Plaintiffs are typical of the claims of the members of the Plaintiff Class. Defendants' common course of conduct in failing to provide their non-exempt employees with meal and rest periods and all wages in compliance with the applicable wage order, or premium compensation at the regular rate in lieu thereof, failing to provide them with proper wages and overtime, and failing to provide them with compliant wage statements has caused Plaintiffs and the proposed Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the proposed Class. Plaintiffs and the proposed Class sustained the same or similar injuries and damages arising from Defendants' common policies, practices, procedures, protocols, routines, and rules which were applied to other Class Members as well as Plaintiffs. Plaintiffs seek recovery for the same

1 type of losses, injuries, and damages as were suffered by other members of the proposed class.

2 65. Adequacy of Representation: Plaintiffs are adequate representatives of the proposed
3 classes because they are members of the class, and their interests do not conflict with the interests
4 of the members they seeks to represent. Plaintiffs have retained competent counsel, experienced in
5 the prosecution of complex class actions, and together Plaintiffs and their counsel intend to
6 prosecute this action vigorously for the benefit of the classes. The interests of the Class Members
7 will fairly and adequately be protected by Plaintiffs and their attorneys.

8 66. Superiority of Class Action: A class action is superior to other available methods for
9 the fair and efficient adjudication of this litigation since individual litigation of the claims of all
10 Class Members is impracticable. It would be unduly burdensome to the courts if these matters were
11 to proceed on an individual basis, because this would potentially result in hundreds of individual,
12 repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or
13 contradictory judgments, and the prospect of a “race to the courthouse,” and an inequitable
14 allocation of recovery among those with equally meritorious claims. By contrast, the class action
15 device presents far fewer management difficulties, and provides the benefit of a single
16 adjudication, economics of scale, and comprehensive supervision by a single court.

17 67. The various claims asserted in this action are additionally or alternatively certifiable
18 under the provisions of the Code of Civil Procedure section 382 because:

19 a. The prosecution of separate actions by hundreds of individual class members would
20 create a risk or varying adjudications with respect to individual class members, thus establishing
21 incompatible standards of conduct for Defendants, and

22 b. The prosecution of separate actions by individual class members would also create
23 the risk of adjudications with respect to them that, as a practical matter, would be dispositive of the
24 interest of the other class members who are not a party to such adjudications and would
25 substantially impair or impede the ability of such non-party class members to protect their interests.

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1 **FIRST CAUSE OF ACTION**

2 **Unpaid Overtime**

3 **(By Plaintiffs and Members of the Putative Class Against Defendants)**

4 68. Plaintiffs incorporate herein by reference the allegations set forth above.

5 69. At all times relevant herein, which comprise of the time period not less than four (4)
6 years preceding the filing of this action, Defendants were required to compensate their hourly
7 employees for all overtime hours worked.

8 70. California Labor Code sections 510 and 1198 and the applicable Industrial Welfare
9 Commission ("IWC") wage order require employers to pay employees working more than eight (8)
10 hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1 ½)
11 times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than
12 forty (40) hours in a workweek. The applicable IWC wage order further provides that employers
13 are required to pay employees working more than twelve (12) hours in a day overtime
14 compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay
15 includes all remuneration for employment paid to, or on behalf of, the employee, including
16 nondiscretionary bonuses and incentive pay.

17 71. Defendants willfully failed to pay all overtime wages owed to Plaintiffs and
18 members of the Classes. During the relevant time period, Plaintiffs and members of the Classes
19 were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a
20 day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because
21 all hours that they worked were not recorded. Specifically, Defendants have a company-wide
22 policy of subjecting Plaintiff and class members to work off-the-clock before and after every shift,
23 as well as during meal breaks.

24 72. Defendants knew or should have known that because of company-wide practices
25 and/or policies, that prevents Plaintiff and members of the Classes from earning overtime, Plaintiff
26 and members of the Classes were performing assigned duties off-the-clock before and after their
27 shifts and were suffered or permitted to perform work for which they were not paid. Because
28 Plaintiff and members of the Classes worked shifts of eight (8) hours a day or more or forty (40)

1 hours a week or more, some of this off-the-clock work qualified for overtime premium pay.
2 Therefore, Plaintiff and members of the Classes were not paid overtime wages for all of the
3 overtime hours they actually worked.

4 73. Defendants' failure to pay Plaintiff and members of the Classes the balance of
5 overtime compensation, as required by California law, violates the provisions of Labor Code
6 sections 510 and 1198. Plaintiff and members of the Classes are entitled to recover civil penalties,
7 attorney's fees, costs, and interest thereon.

8 **SECOND CAUSE OF ACTION**

9 **Failure to Pay All Wages**

10 **(By Plaintiffs and Members of the Putative Class Against Defendants)**

11 74. Plaintiffs incorporate herein by reference the allegations set forth above.

12 75. At all times relevant herein, which comprise the time period not less than four (4)
13 years preceding the filing of this action, Defendants were required to compensate their hourly
14 employees for all hours worked.

15 76. For at least the four (4) years preceding the filing of this action, Defendants failed to
16 compensate employees for all hours worked. Defendants implemented policies that actively
17 prevented employees from being compensated for all time worked by subjecting Plaintiffs and
18 members of the Classes to work off-the-clock as mentioned above and failing to pay PTO at the
19 regular rate of pay.

20 77. Under the applicable wage order and state regulations, Plaintiffs and the Plaintiff
21 Class are entitled to recover compensation for all hours worked, but not paid, for the four (4) years
22 preceding the filing of this action, in addition to reasonable attorney's fees and costs of suit in
23 accordance with Labor Code section 218.5, and penalties pursuant to Labor Code sections 203 and
24 206.

25 78. The applicable IWC wage order section 2(G) defines "hours worked" to mean "the
26 time during which an employee is subject to the control of an employer and includes all the time
27 the employee is suffered or permitted to work, whether or not required to do so."

28 79. Defendants suffered or permitted Plaintiffs and members of the Classes to work

1 portions of the day for which Defendants failed to compensate them. This includes time spent
2 under Defendants' control prior to clocking in and after clocking out. Specifically, Defendants
3 have a company-wide policy of subjecting Plaintiff and class members to work off-the-clock
4 before and after every shift, as well as during meal breaks as alleged above.

5 80. Labor Code section 1194(a) provides in relevant part: "Notwithstanding any
6 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ...
7 is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
8 ... including interest thereon, reasonable attorney's fees, and costs of suit."

9 81. Labor Code section 1194.2(a) provides in relevant part: "In any action under section
10 1193.6 or section 1194 to recover wages because of the payment of a wage less than the minimum
11 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated
12 damages in an amount equal to the wages unlawfully unpaid and interest thereon."

13 82. Labor Code section 1197 provides: "The minimum wage for employees fixed by the
14 commission is the minimum wage to be paid to employees, and the payment of a less wage than
15 the minimum so fixed is unlawful."

16 83. Plaintiffs are informed and believe, and therefore allege, that Defendants'
17 compensation schemes do not fairly compensate Plaintiffs and other Class Members for all hours
18 spent performing their job duties.

19 84. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff
20 Class for each and every hour worked violates Labor Code sections 1182.11-1182.12, 1194,
21 1194.2, and 1197; the applicable IWC wage order section 4; and Business & Professions Code.

22 85. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class
23 for each and every hour worked violates Labor Code section 221 and 223; the applicable IWC
24 wage order section 3; and Business & Professions Code.

25 86. During the applicable time period, Defendants have and continue to have a pattern
26 and practice of not providing its employees all wages, by failing to include all compensable time,
27 including time worked off-the-clock.

28 87. As a proximate result of the above-mentioned violations. Plaintiffs and the Plaintiff

1 Class have been damaged in an amount according to proof at time of trial.

2 **THIRD CAUSE OF ACTION**

3 **Non-Compliant Meal Breaks**

4 **(By Plaintiffs and Members of the Putative Class Against Defendants)**

5 88. Plaintiffs hereby incorporate by reference each and every one of the allegations
6 contained in the preceding paragraphs as if the same were fully set forth herein.

7 89. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and the Class
8 Members regularly worked more than five (5) hours per shift and were entitled to a meal period of
9 not less than thirty (30) minutes without duty.

10 90. Nevertheless, Plaintiffs are informed and believe, and thereon allege, that
11 Defendants routinely failed to provide Plaintiff and the members of the Classes with such meal
12 periods without duty, notwithstanding the fact that Plaintiffs and the members of the Classes had
13 not waived their right to the same. Thus, Defendants failed to provide Plaintiffs and the members
14 of the Classes with meal periods required by Labor Code sections 226.7, 512, 516 and the
15 applicable IWC wage order section 10, and categorically failed to pay any and all meal period
16 wages due.

17 91. Plaintiffs and Class Members seek damages pursuant to Labor Code section
18 226.7(b) and the applicable IWC wage order section 10(F), in the amount of one additional hour of
19 pay at the regular rate for each workday that the meal period is/was not provided to Plaintiff and
20 any member of the Classes, the cumulative sum of which is to be determined at trial.

21 92. Under the foregoing, California employers must provide meal periods and authorize
22 and permit rest periods to all employees during their shifts. In *Augustus et al. v. ABM Security*
23 *Services, Inc.* (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that the required meal
24 and rest periods must be “off-duty,” which means that employees must be relieved of “all work-
25 related duties,” including the duty to remain “on call,” and they must be “free from employer
26 control” over how they “spend their time.” *Id.* at 264, 269. Employees must have the freedom to
27 use meal and rest periods for their own purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court*
28 (2012) 53 Cal.4th 1004, 1038-39.

1 93. When employees must either “remain at the ready and capable of being summoned
2 to action,” “respond when the employer seeks contact with [them],” “perform other work if the
3 employer so requests,” and/or remain “on call” during their meal and rest periods, the employees
4 have not been “relieve[d] ... of all work-related duties and employer control.” *Augustus, supra*, 2
5 Cal.5th at 270. Such a meal or rest period is not “off duty” and therefore is “impermissible.” *Ibid*.

6 94. The Supreme Court’s decision in *Augustus* is just the latest in a series of meal and
7 rest break cases that have affirmed California’s broad, protective standard for employees.¹

8 95. Moreover, as the mere existence of a facially lawful meal and rest break policy is
9 unavailing if there are practical constraints and pressures on employees to perform their duties in
10 ways that omit breaks. See *Brinker, supra*, 53 Cal.4th at 1040.

11 96. Yet Defendants did and does not provide Plaintiffs and members of the Classes with
12 meal periods during which they are completely relieved of duty for at least thirty (30) minutes by
13 the fifth hour of work and again by the tenth hour of work. Rather, Plaintiffs allege that meal
14 breaks were frequently late and interrupted. Further, meal breaks were also short because Plaintiff
15 and members of the Classes would have to clock out on the time clock and try to find a location to
16 take their meal breaks. Moreover, meal breaks were frequently interrupted as described above.

17 97. Thus, Defendants have failed to perform its obligations to provide Plaintiffs and the
18 members of the Plaintiff Class with off-duty meal periods by the end of the fifth hour of work and
19 a second meal period by the end of the tenth hour of work. Defendants have also failed to pay
20 Plaintiffs and the members of the Plaintiff Class one (1) hour of pay at the regular rate for each off-
21 duty meal period that they have been denied.

22 98. On July 15, 2021, the California Supreme Court issued a decision in *Ferra v. Loews*
23 *Hollywood Hotel, LLC* (2021) 11 Cal.5th 858 where the court unanimously held that employers
24

25 ¹ See, e.g., *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Lubin v.*
26 *Wackenhut Corp.* (2016) 5 Cal.App.5th 926 , *rehg. denied* (Dec. 14, 2016); *Faulkinbury v. Boyd &*
27 *Assocs., Inc.* (2013) 216 Cal.App.4th 220; *Berlanga v. Equilon Enterprises LLC* (N.D.Cal., Aug.
28 31, 2017, No. 17-CV-00282-MMC) 2017 WL 3782245 at *3 (a policy requiring employees to
“remain in contact with supervisors and other employees working in their units throughout their
shifts... would appear to be unlawful under [*Augustus.*]”)

1 must pay premium payments to employees for missed meal, rest, and recovery breaks at the
2 employee's "regular rate of pay" instead of their base hourly rate.

3 99. Defendants knew or should have known that because of its policies and/or practices,
4 that Plaintiffs and members of the Classes were not actually relieved of all duties to take timely,
5 uninterrupted meal periods. Defendants further knew or should have known that it did not pay
6 Plaintiffs and members of the Classes all meal period premiums when meal periods were missed,
7 late, short, and/or interrupted. Furthermore, Defendants have engaged in a company-wide practice
8 and/or policy of not paying meal period premiums owed when compliant meal periods are not
9 provided. Because of this practice and/or policy, Plaintiffs and members of the Classes have not
10 received all premium pay for missed, interrupted, or late meal periods. Accordingly, Defendants
11 failed to provide all meal periods in violation of Labor Code sections 226.7, 512(a), 516, and 1198.

12 100. Plaintiffs and members of the Classes are entitled to civil penalties, attorney's fees,
13 costs, and interest thereon.

14 **FOURTH CAUSE OF ACTION**

15 **Non-Compliant Rest Breaks**

16 **(By Plaintiffs and Members of the Putative Class Against Defendants)**

17 101. Plaintiffs hereby incorporates by reference each and every one of the allegations
18 contained in the preceding paragraphs as if the same were fully set forth herein.

19 102. Labor Code sections 226.7, 516, and 1198, and the applicable IWC wage order
20 require employers to provide rest periods and to pay an employee one (1) additional hour of pay at
21 the employee's regular rate for each workday that a meal or rest period is not provided. Labor Code
22 section 226.7 provides that no employer shall require an employee to work during any rest period
23 mandated by an applicable order of the IWC. The applicable IWC wage order provides that
24 "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as
25 practicable shall be in the middle of each work period" and that the "rest period time shall be based
26 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or
27 major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

28 103. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and Class

1 Members were entitled to a paid rest period of not less than ten (10) minutes without duty for each
2 and every four (4) hours or major fraction thereof worked during the workday.

3 104. Nevertheless, Plaintiffs are informed and believes, and thereon alleges, that
4 Defendants routinely failed to provide Plaintiff and the members of the Classes with such paid rest
5 periods without duty, notwithstanding the fact that Plaintiff and the members of the Classes had not
6 waived their right to the same. Thus, Defendants failed to provide Plaintiff and Class Members
7 with rest periods required by Labor Code sections 226.7, 512, and 516, the applicable IWC wage
8 order section 11 and categorically failed to pay any and all rest period wages due.

9 105. Specifically, rest breaks were often missed due to a lack of coverage and demanding
10 schedules. Further, even on the occasion rest breaks were provided, Plaintiffs would have to search
11 for an area where they could take their rest breaks. Moreover, rest breaks would be interrupted by
12 management,

13 106. Plaintiffs and Class Members seek damages pursuant to Labor section 226.7(b) and
14 the applicable IWC wage order section 11(D), in the amount of one additional hour of pay at the
15 regular rate for each work day that the rest period is/was not provided or provided late to Plaintiffs
16 and any member of the Classes, the cumulative sum of which is to be determined at trial.

17 107. Therefore, Plaintiffs and members of the Plaintiff Class are entitled to compensation
18 for Defendants' failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of
19 suit pursuant to Labor Code section 226.7(b) and the applicable wage order.

20 **FIFTH CAUSE OF ACTION**

21 **Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records**

22 **(By Plaintiffs and Members of the Putative Class Against Defendants)**

23 108. Plaintiffs hereby incorporate by reference each and every one of the allegations
24 contained in the preceding paragraphs as if the same were fully set forth herein.

25 109. Labor Code section 226(a) and the applicable IWC wage order section 6(B) requires
26 employers to furnish each employee with a statement itemizing, among other things, the total hours
27 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

28 110. Labor Code section 226(e) provides that if an employer fails to comply with

1 providing an employee with properly itemized wage statements as set forth in section 226(a), then
2 the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period
3 in which a violation occurs and \$100 per employee for each violation in a subsequent pay period,
4 not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates
5 section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation
6 in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which
7 the employer fails to provide the employee a wage statement or fails to keep the required records
8 pursuant to section 226(a).

9 111. Defendants knowingly and intentionally failed to furnish Plaintiffs and the members
10 of the Classes with timely, itemized statements in compliance with Labor Code section 226(a) and
11 the applicable IWC Wage order section 6(B).

12 112. Plaintiffs are informed and believe, and thereon allege, that Defendants knowingly
13 and intentionally failed to furnish Plaintiffs and members of the Classes with timely, itemized
14 statements showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all
15 applicable hourly rates in effect during each respective pay period and the corresponding number
16 of hours worked at each hourly rate by each respective individual. Moreover, wage statements fail
17 to show total hours and hours shown and rate shown are conflicting. For example, for pay date
18 10/7/22 Plaintiff Marrufo's hours for shift differential is short by 0.01.

19 113. Plaintiffs are informed and believe, and thereon alleges, that Defendants did not
20 maintain accurate business records pertaining to the total hours worked for Defendants by Plaintiffs
21 and the members of the Classes as required under Labor Code section 1174.5. This is a result of
22 missing hours worked, and missed meal and rest-break premiums, as illustrated above.

23 114. As a result of not having kept accurate records, Plaintiffs and the Class Members
24 suffered injuries in the form of confusion over whether they received all wages owed to them, and
25 difficulty and expense in reconstructing pay records in addition to other injuries which may come
26 to light during the discovery process.

27 115. Labor Code section 1198 provides that the maximum hours of work and the
28 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the

1 applicable IWC wage order. Section 1198 further provides that “[t]he employment of any
2 employees for longer hours than those fixed by the order or under conditions of labor prohibited by
3 the order is unlawful.” Pursuant to the applicable IWC Wage order, employers are required to keep
4 accurate time records showing when the employee begins and ends each work period and meal
5 period.

6 116. During the relevant time period, Defendants failed, on a company-wide basis, to
7 keep accurate records of work and meal period start and stop times for Plaintiff and members of the
8 Classes, in violation of Labor Code section 1198.

9 117. Plaintiffs and the members of the Classes herein seek damages and penalties
10 pursuant to Labor Code section 226(e) for Defendants’ violations of Labor Code section 226(a).

11 118. Plaintiffs and Class Members also seek preliminary and permanent injunctive relief
12 and an award of reasonable attorneys’ fees and costs pursuant to Labor Code section 226(h).

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Reimburse Business Expenses**

15 **(By Plaintiffs and Members of the Putative Class Against Defendants)**

16 119. Plaintiffs re-allege and incorporate all preceding paragraphs as though fully set forth
17 herein.

18 120. Labor Code section 2802 requires employers to pay for all necessary expenditures
19 and losses incurred by the employee in the performance of his or her job. The purpose of Labor
20 Code section 2802 is to prevent employers from passing off their cost of doing business and
21 operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.* (2014) 228
22 Cal.App.4th 1137, 1144.

23 121. The applicable IWC wage order provides that: “[w]hen tools or equipment are
24 required by the employer or are necessary to the performance of a job, such tools and equipment
25 shall be provided and maintained by the employer, except that an employee whose wages are at
26 least two (2) times the minimum wage provided herein may be required to provide and maintain
27 hand tools and equipment customarily required by the trade or craft.”

28 122. During the Class Period Defendants had a company-wide policy requiring Plaintiff

1 and members of the Classes to purchase their own face masks, uniforms and non-slip shoes as
2 alleges above. Further, Defendants required Plaintiffs to use their personal cellphones.

3 123. Defendants failed to reimburse them for these costs. Defendants could have
4 provided Plaintiffs and members of the Classes with the actual tools for use on the job.
5 Alternatively, Defendants could have reimbursed employees for the costs. Instead, Defendants
6 passed these operating costs off onto Plaintiffs and members of the Classes.

7 124. Thus, Defendants had, and continue to have, a company-wide policy and/or practice
8 of not reimbursing employees for expenses necessarily incurred in violation of Labor Code section
9 2802.

10 125. Plaintiffs and members of the Classes are entitled to recover civil penalties,
11 attorney's fees, costs, and interest thereon.

12 **SEVENTH CAUSE OF ACTION**

13 **Failure to Provide Suitable Facilities for Meal and Rest Breaks**

14 **(By Plaintiffs and Members of the Putative Class Against Defendants)**

15 126. Plaintiffs hereby incorporate by reference each and every one of the allegations
16 contained in the preceding paragraphs as if the same were fully set forth herein.

17 127. Labor Code section 226.7(c) provides:

18 "If an employer fails to provide an employee a meal or rest or recovery period
19 in accordance with a state law, including, but not limited to, an applicable
20 statute or applicable regulation, standard, or order of the Industrial Welfare
21 Commission, the Occupational Safety and Health Standards Board, or the
22 Division of Occupational Safety and Health, the employer shall pay the
23 employee one additional hour of pay at the employee's regular rate of
24 compensation for each workday that the meal or rest or recovery period is not
25 provided."

26 128. The applicable IWC Wage Order, sections 11(D) and (E) provide:

27 "(D) If an employer fails to provide an employee a meal period in accordance
28 with the applicable provisions of this order, the employer shall pay the

employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

(E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.”

129. The applicable IWC Wage Order section 13(B) provides: “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

130. Because Plaintiffs and members of the Classes did not have a facility in which they could take their meal and rest periods, Defendants violated the Labor Code and the wage order by failing to provide a suitable area in which Plaintiffs and members of the Classes could eat on premises or take breaks in designated areas.

131. Defendants are therefore liable for one hour of pay as compensation in lieu of a complaint break for each day that a non-compliant meal or rest period was taken outside of a suitable on-premises area designated for the purpose of eating meals.

132. Plaintiffs will seek sums to account for the unpaid premiums owed to him and the members of the Classes in an amount according to proof.

EIGHTH CAUSE OF ACTION

Failure to Timely Pay Wages During Employment

(By Plaintiffs and Members of the Putative Class Against Defendants)

133. Plaintiffs hereby incorporate by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

134. Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

135. Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

136. During the class period, Defendants willfully failed to pay Plaintiffs and members of the Classes all wages due including, but not limited to, all wages, sick pay wages, and/or meal and rest period premiums, within the time periods specified by Labor Code section 204.

137. As a proximate result of the above-mentioned violations. Plaintiffs and the Plaintiff Class have been damaged in an amount according to proof at time of trial.

NINTH CAUSE OF ACTION

Waiting Time Penalties

(By Plaintiffs and Members of the Terminated Sub Class Against Defendants)

138. Plaintiffs re-allege and incorporate all preceding paragraphs as though fully set forth herein.

139. At all times, relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion during and at the end of their employment, pursuant to Labor Code section 201-203.

140. As a pattern and practice, Defendants regularly failed to pay Plaintiffs and the members of the Terminated Sub Class their final wages pursuant to Labor Code sections 201-203, and accordingly owe waiting time penalties pursuant to Labor Code section 203.

141. Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

142. On information and belief, Defendants have a company-wide practice or policy of

1 paying departing employees their final wages late, instead of adhering to the time requirements set
2 forth in Labor Code sections 201 and 202.

3 143. Specifically, Defendants willfully failed to pay Plaintiffs and members of the
4 Terminated Sub Class the earned and unpaid wages set forth above, including but not limited to,
5 sick pay wages, overtime wages, minimum wages, and/or meal rest period premiums, either at the
6 time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

7 144. Plaintiffs and members of the Terminated Sub Class are entitled to recover civil
8 penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 256.

9 **TENTH CAUSE OF ACTION**

10 **Violation of California**

11 **Business and Professions Code Section 17200 et seq.**

12 **(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

13 145. Plaintiffs re-allege and incorporate all preceding paragraphs as though fully set forth
14 herein.

15 146. Business and Professions Code section 17200 defines unfair competition to include,
16 "unlawful, unfair or fraudulent business practices."

17 147. Plaintiffs and all proposed Class Members are "persons within the meaning of
18 Business and Professions Code section 17204, who have suffered injury in fact and have lost
19 money or property as a result of Defendants' unfair competition.

20 148. Defendants have been committing, and continues to commit, acts of unfair
21 competition by engaging in the unlawful, unfair and fraudulent business practices and acts
22 described in this Complaint, including, but not limited to:

- 23 a) violations of Labor Code sections 510, 1198;
24 b) violations of Labor Code sections 221, 223, 1182.11-1182.12, 1194, 1194.2,
25 1197, 1198;
26 c) violations of Labor Code sections 226.7, 512, 516, and 1198;
27 d) violations of Labor Code sections 226, 1174;
28 e) violations of Labor Code sections 201 and 202;

- f) violations of Labor Code section 204;
- g) violations of Labor Code section 2802; and
- h) violations of Labor Code section 1198.

149. As a result of its unlawful, unfair, and/or fraudulent business acts and practices, Defendants have reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiffs and proposed Class Members. Defendants' unlawful, unfair, and/or fraudulent conduct has also enabled Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

150. Business and Professions Code section 17203 provides that the Court may restore to an aggrieved party any money or property acquired by means of the unlawful, unfair, and/or fraudulent business acts or practices.

151. Plaintiffs seek a court order enjoining Defendants from the unlawful, unfair, and/or fraudulent activity alleged herein.

152. Pursuant to Civil Code section 3287(a), Plaintiff and other members of the Plaintiff Class are entitled to recover pre-judgment interest on wages earned, but not paid.

153. Plaintiffs further seek an order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to herself and members of the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

154. Plaintiffs seek restitution for herself and all others similarly situated of these amounts, including all earned and unpaid wages and attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, and the Class Members pray for judgment as follows:

- 1. For an order certifying the proposed Plaintiffs and Terminated Sub-Class;
- 2. For an order that counsel for Plaintiffs be appointed class counsel
- 3. Certification of this class action on behalf of the proposed Plaintiffs and Terminated

Sub-Class;

4. Designation of Plaintiffs as the class representative of the Plaintiff and Terminated Sub Class;
5. For restitution of all monies due to Plaintiffs and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendants;
6. An order appointing Plaintiffs' counsel as class counsel;
7. Prejudgment and post judgment interest on all sums awarded;
8. For compensatory damages;
9. For penalties pursuant to Labor Code sections 200, 226, 226.3, 226.7;
10. For interest accrued to date;
11. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;
12. For reasonable attorneys' fees pursuant to Labor Code section 226 and Code of Civil Procedure section 1021.5, and/or other applicable law; and
13. A declaratory judgment that Defendants have knowingly and intentionally violated the following provisions of law;
 - a. Labor Code sections 510, 1198 for failing to pay overtime;
 - b. Labor Code sections 1182.11-1182.12, 1194, 1194.2, 1197, 1198, 221, 223, for failing to pay all wages;
 - c. Labor Code sections 226.7, 512, 516, and 1198 for failing to provide compliant meal and rest breaks;
 - d. Labor Code sections 226, 1174 for failing to provide compliant wage statements;
 - e. Labor Code sections 204 for failing to pay wages timely during employment;
 - f. Labor Code sections 201 and 202 for failing to pay wages at termination;
 - g. Labor Code section 226.7 for failing to provide suitable break facilities;
 - h. Labor Code section 2802 for failing to reimburse business expenses;

i. Business & Professions Code sections 17200-08 for violating the provisions set forth herein above.

14. For all such other and further relief that the Court may deem just and proper.

DATED: May 1, 2023

BRADLEY/GROMBACHER, LLP
MAJARIAN LAW GROUP APC

By: 

Marcus Bradley, Esq.
Kiley Grombacher, Esq.
Lirit King, Esq.
Garen Majarian, Esq.
Sahag Majarian, II, Esq.
Attorneys for Plaintiffs and others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of Plaintiffs' and the members of the Classes' claims by jury to the extent authorized by law.

DATED: May 1, 2023

BRADLEY/GROMBACHER, LLP
MAJARIAN LAW GROUP APC

By: 

Marcus Bradley, Esq.
Kiley Grombacher, Esq.
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