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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

YAJAIRA SEGURA, individually and for others similarly situated, on behalf of the State of California and Aggrieved Employees,

Plaintiff,

vs.

COMPREHENSIVE MOBILE CARE, LLC; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2026-01541502-CU-OE-CXC

FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT FOR:

1. Failure to Pay for All Hours Worked (Lab. Code §§ 204, 1194);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194);
3. Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512);
4. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
5. Failure to Timely Pay Final Wages (Waiting Time Penalties) (Lab. Code §§ 201-203);
6. Failure to Reimburse Necessary Business Expenses (Lab. Code § 2802);
7. Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq*.); and
8. Civil Penalties Pursuant to PAGA (Lab. Code § 2699(a) & (f))

Demand for Jury Trial
[UNLIMITED JURISDICTION]

SUMMARY

1. Plaintiff Yajaira Segura ("Plaintiff" or "Segura"), individually and on behalf of all others similarly situated, hereby brings this Class and Private Attorneys General Act ("PAGA") Action Complaint against Defendant Comprehensive Mobile Care, LLC ("CMC"), and DOES 1 through 10, inclusive (together, "Defendants").

2. CMC employed Segura as one of its Hourly Employees (defined below) and Aggrieved Employees (defined below) in and around Riverside County, California.

3. CMC pays Segura, Hourly Employees, and Aggrieved Employees on an hourly rate basis.

4. Segura, Hourly Employees, and Aggrieved Employees regularly work more than 8 hours in a day and/or 40 hours in a week.

5. But CMC does not pay Segura, Hourly Employees, and Aggrieved Employees overtime wages for all hours worked.

6. Instead, CMC regularly requires Segura, Hourly Employees, and Aggrieved Employees to perform work that is not captured on their time records (*i.e.*, work that is performed "off the clock").

7. This off the clock work occurs when Segura, Hourly Employees, and Aggrieved Employees work over 8 hours in a day and/or 40 hours in a week.

8. CMC does not compensate Segura, Hourly Employees, and Aggrieved Employees for such off the clock work.

9. And CMC fails to pay 1.5 times Segura's, Hourly Employees', and Aggrieved Employees' regular rates of pay when they work over 8 hours in a day. Instead, CMC pays Segura, Hourly Employees, and Aggrieved Employees straight time wages for their daily overtime hours worked.

10. CMC's wage and hour policies and practices violate the various provisions of the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Orders by depriving Segura and the other Hourly Employees of all wages owed for all hours worked, as well as all "time and a half" overtime pay they are owed for all hours worked after 8 in a day and/or 40

in a week.

11. CMC also fails to authorize, permit, and/or make available compliant meal periods to Segura, Hourly Employees, and Aggrieved Employees.

12. Instead, CMC requires Segura, Hourly Employees, and Aggrieved Employees to remain on-duty, subject to interruption, and perform work throughout their shifts, including during attempted meal periods.

13. CMC also fails to authorize, permit, and/or make available compliant rest periods to Segura, Hourly Employees, and Aggrieved Employees for every four hours worked or major fraction thereof.

14. Despite depriving Segura, Hourly Employees, and Aggrieved Employees of compliant meal and rest periods, CMC does not pay these employees the required premium pay for the first missed meal and rest periods each workday.

15. Further, CMC violates the accurate wage statement provisions of the Labor Code and applicable Wage Order(s) by depriving Segura, Hourly Employees, and Aggrieved Employees of wage statements that accurately reflect all their hours worked and all wages actually earned.

16. CMC also requires Segura, Hourly Employees, and Aggrieved Employees to incur various necessary business expenses in the normal course of their job, including requiring the employees to use their personal vehicles for work-related travel.

17. Despite requiring Segura, Hourly Employees, and Aggrieved Employees to incur these necessary business expenses, CMC does not reimburse them for these expenditures.

18. And, as a result of CMC's unlawful employment practices, Segura, Hourly Employees, and Aggrieved Employees are not timely paid all wages due and owing upon termination of employment.

19. Finally, CMC's unlawful employment practices violate the Unfair Competition Law ("UCL") by practicing, employing, and utilizing the employment practices outlined above by knowingly denying Segura and the other Hourly Employees: (1) all wages owed; (2) all overtime wages owed; (3) compliant meal and rest periods; (4) all premium pay owed for non-compliant

meal and rest periods; (5) accurate and compliant itemized wage statements; (6) all wages owed at separation of employment.

20. Segura brings the claims for civil penalties on behalf of the State of California and other Aggrieved Employees pursuant to PAGA to challenge CMC's policies and practices described herein.

JURISDICTION & VENUE

21. This Court has jurisdiction over Segura's claims pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other trial courts. The statutes under which this action is brought do not divest this Court of its jurisdiction.

22. The Court has personal jurisdiction over CMC because, upon information and belief, it purposefully availed itself of the privilege of conducting business in the State of California, maintain substantial operations and facilities within California, employ workers such as Segura and the Hourly Employees in California, and the wrongful conduct alleged herein occurred in California.

23. Segura filed her written PAGA Notice with the California Labor and Workforce Development Agency ("LWDA") on December 30, 2025, bearing case number LWDA-CM-1146859-25. A true and correct copy of the PAGA Notice is attached herein as **Exhibit 1** and is incorporated by reference.

24. Venue is proper in the Superior Court for the County of Orange pursuant to a venue agreement between the parties.

PARTIES

25. Segura worked for CMC as a dental assistant from approximately December 2022 to July 2025.

26. On average, Segura worked 3-to-4 shifts per week, 10-to-11 hours per shift (an overall average of 30-to-44 hours per week) during her employment with CMC.

27. Segura's base hourly rate of pay was $32 per hour.

28. Throughout her employment, CMC failed to pay Segura for all hours worked, including overtime hours, at the correct rates of pay.

29. Segura was required to travel to CMC's storage facility and multiple senior care facilities around Southern California. However, Segura was not paid for this travel time.

30. Segura was also required to use her personal vehicle for this work-related travel, but CMC did not reimburse Segura for her mileage expenses.

31. Segura also was not paid 1.5 times her regular rate of pay for all on-the-clock hours worked over 8 in a workday. Rather, CMC would pay Segura straight time for her daily overtime hours at her base hourly rate of pay.

32. Further, CMC failed to provide Segura with timely, compliant, and *bona fide* meal periods within the first 5 hours of his workday during which Segura was completely relieved of all work duties and free from interruption.

33. CMC likewise failed to provide Segura with compliant, timely, and *bona fide* 10-minute rest periods during which he was fully relieved of all work duties.

34. Instead, due to working in senior facilities with no other assistants to relieve her of duties, patients would regularly interrupt Segura's attempted meal and rest breaks with requests to perform work.

35. Further, CMC failed to provide Segura with wage statements that accurately reflected all the hours he worked and all the wages he actually earned, in willful violation of the Labor Code and applicable IWC Wage Order(s).

36. CMC likewise failed to pay Segura all wages owed at the end of her employment.

37. Segura brings her claims on behalf of himself and others similarly situated as a class action.

38. The putative class of similarly situated employees is defined as:

> **All of CMC's hourly, non-exempt employees who worked for CMC in California at any time from December 10, 2021 through final resolution (the "Hourly Employees").**

39. Segura brings the PAGA claims asserted herein on behalf of the State of California and on behalf of all other Aggrieved Employees, consisting of CMC's current and former non-

exempt employees employed in California who suffered one or more Labor Code violations Segura suffered, which are enumerated in Labor Code § 2698 *et seq*, who worked for CMC any time since December 10, 2024 through final resolution (the "Aggrieved Employees").

40. Segura is an Aggrieved Employee.

41. Defendant Comprehensive Mobile Care, LLC is a Delaware limited liability company with its principal place of business located in Phoenix, Arizona. CMC may be served with process through its registered agent, **C T Corporation System, 330 N. Brand Ave., Ste. 700, Glendale, CA 91203**.

42. CMC was Segura's and the Hourly Employees' employer at all times relevant hereto.

43. Segura is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, co- conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

44. The true names and capacities, whether a corporation, agent, individual or otherwise, of DOES 1 through 10, are unknown to Segura, who therefore sues said Defendants by such fictitious names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings referred to herein and thereby proximately caused injuries and damages to Segura as alleged herein. Segura will seek leave of Court to amend this Complaint to show their true names and capacities when the same have been ascertained.

45. At all times mentioned here, DOES 1 through 10 were the agents, representatives, employees, successors and/or assigns of Defendants and at all times pertinent hereto were acting within the course and scope of their authority as such agents, representatives, employees, successors, and/or assigns.

46. Segura is informed and believes that at all relevant times herein mentioned Defendants, and/or 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.

47. Segura is informed and believes that Defendants, and each of them, committed other wrongful acts or omissions of which Segura is presently unaware. Segura shall conduct discovery to identify said wrongful acts and will seek leave of Court to amend this Complaint to add said acts upon discovery.

Factual Allegations

48. CMC arranges portable, on-site dentistry, audiology, optometry, and podiatry services for its affiliated providers, which are largely comprised of skilled nursing facilities, assisted living facilities, long- and short-term rehabilitation centers, veterans homes, children's programs, PACE centers, and others.

49. CMC operates around the country, including in California.

50. To meet its business objectives, CMC employs non-exempt, hourly-paid workers such as Segura, Hourly Employees, and Aggrieved Employees to provide the assistance to the doctors and other professionals who provide the dentistry, audiology, optometry, and podiatry services to the patients served at CMC's provider partners.

51. For example, Segura worked for CMC as a dental assistant from approximately December 2022 to July 2025.

52. Segura's primary job duties included driving to CMC's storage facility to pick up equipment or instruments needed for the appointments on that day, driving to providers, and providing dental, podiatry, and optometry assistance to the doctors/professionals working on the patients.

53. Segura was CMC's hourly employee and was paid at a rate of $32 per hour.

54. Segura regularly worked more than 8 hours a workday.

55. Indeed, Segura typically worked 10-to-11 hours a workday for 3-to-4 days a week.

56. But CMC does not pay Segura for all the hours she worked.

57. Instead, CMC failed to pay Segura for all of the time spent traveling to and from the storage facility and between appointments at different facilities.

58. Such travel time could last 30-to-40 minutes, on average, and upwards to an hour or more for locations that were further away.

59. CMC knew, or reasonably should have known, Segura was performing compensable work while driving because it knew she was picking up equipment from the storage area, and it knew she had to travel to arrive at the work locations each workday as a necessary component of her job.

60. CMC nevertheless failed to pay Segura for all of these travel time hours. As a result, CMC failed to pay Segura at her agreed-upon hourly rate of pay for all hours worked.

61. CMC also required Segura to use her personal vehicle to perform these travel duties. CMC, however, did not reimburse Segura for her mileage incurred at the correct, reasonable mileage reimbursement rate.

62. CMC also failed to pay Segura for all on-the-clock overtime hours worked over 8 in a workday.

63. Instead, CMC would pay Segura her straight time hourly rate for her on-the-clock hours worked over 8 in a workday, rather than 1.5 times Segura's regular rate of pay for such daily overtime hours.

64. As a result of CMC's travel time compensation practices and its daily overtime practices, Segura was likewise not paid 1.5 times her regular rate of pay for all hours worked beyond 8 in a workday and/or 40 in a workweek.

65. CMC likewise subjected Segura to interruptible, on-duty unpaid meal periods during which she was not completely relieved of all work duties.

66. Because Segura would be the only assistant working at a given worksite alongside the dental, optometry, or podiatry professional, Segura generally had no assistants available on-site who could relieved her of her work duties during her shifts.

67. Sometimes, the professional and Segura would get backed up due to large number of patients in a given shift and would only be afforded shortened lunch periods of 20 minutes, or

would often be required to skip lunches altogether to work through the backlog of patients at a given worksite.

68. Despite requiring Segura to suffer shortened meal periods and often skip meal periods altogether, CMC did not pay Segura the required one hour of premium pay at her regular rate for each workday in which she did not receive a *bona fide* meal period.

69. Similarly, CMC failed to provide Segura with *bona fide* rest periods of at least 10 minutes for each four hours of work.

70. There was no practical ability for Segura to take a 10-minute rest period for each 4 hours of work during the workday due to having nobody to relieve her of her work duties at each jobsite and due to large patient loads.

71. CMC also failed to provide rest periods to Segura on her work schedule.

72. Despite requiring Segura to be on-call and subject to interruption, and interrupting her in fact, during her rest periods, CMC did not pay Segura the required one hour of premium pay at his regular rate for each workday in which she did not receive compliant, *bona fide* rest periods.

73. As a result of CMC's meal and rest break practices, Segura was not paid all premium wage penalties owed for each workday in which she did not receive a timely or compliant meal and rest period.

74. As a result of CMC's policies and practices, CMC failed to keep, record, and maintain accurate payroll and timekeeping records for Segura.

75. As a result of CMC's policies and practices, CMC issued or caused to be issued itemized wage statements that were inaccurate, as they did not include the accurate number of hours worked, gross wages earned, and net wages earned.

76. As a result of CMC's compensation, time-tracking, travel time, daily overtime, expense reimbursement, and meal and rest period policies described herein, CMC failed to pay Segura all wages earned and owing upon her separation of employment.

77. While exact job duties and precise work locations may differ, Segura, Hourly Employees, and Aggrieved Employees are all subject to CMC's same or similar practices or policies.

78. Like Segura, CMC's other Hourly Employees and Aggrieved Employees are paid on an hourly rate basis.

79. Like Segura, CMC requires the other Hourly Employees and Aggrieved Employees to report their hours worked.

80. Like Segura, CMC required its Hourly Employees and Aggrieved Employees to travel for work purposes, using their personal vehicles.

81. Like Segura, CMC fails to pay the Hourly Employees and Aggrieved Employees for all travel time spent driving to and from storage facilities, as well as to and from provider assignments.

82. Like Segura, CMC fails to reimburse, at the correct mileage reimbursement rate, the Hourly Employees and Aggrieved Employees for all mileage incurred in such travel using their personal vehicles.

83. CMC knows, or reasonably should know, the Hourly Employees and Aggrieved Employees are performing compensable travel time for CMC's benefit because CMC knows, or reasonably should know, the Hourly Employees and Aggrieved Employees are required to arrive at different work locations each workday and traverse between work locations according to CMC's schedule.

84. Additionally, CMC knows, or reasonably should know, the Hourly Employees and Aggrieved Employees are performing these travel duties because CMC instructs them to drive to their work assignments at specific times.

85. CMC nevertheless fails to pay the Hourly Employees and Aggrieved Employees for all travel time hours that are off the clock.

86. Like Segura, CMC also subjects the other Hourly Employees and Aggrieved Employees to its common daily overtime practices.

87. Like Segura, CMC fails to pay the Hourly Employees and Aggrieved Employees 1.5 times their regular rates of pay for all hours worked over 8 in a given workday.

88. Like Segura, CMC pays Hourly Employees and Aggrieved Employees their straight time wages for hours worked over 8 in a given workday.

89. Like Segura, CMC also subjects the other Hourly Employees and Aggrieved Employees to its meal and rest break practices.

90. CMC subjects the other Hourly Employees and Aggrieved Employees to interruptible, on-duty unpaid meal periods during which they are not completely relieved of all work duties.

91. However, the other Hourly Employees and Aggrieved Employees are consistently interrupted with work demands during their attempted meal periods.

92. Despite requiring the other Hourly Employees and Aggrieved Employees to be on-call and subject to interruption, and interrupting them in fact, during their meal periods, CMC does not pay the other Hourly Employees the required one hour of premium pay at their regular rate for each workday in which they do not receive a *bona fide* meal period.

93. CMC also fails to provide the other Hourly Employees and Aggrieved Employees with *bona fide* rest periods of at least 10 minutes for each four hours of work.

94. Rather, CMC subjects the other Hourly Employees and Aggrieved Employees to interruptible, on-duty rest periods during which they are not relieved of all work duties.

95. Upon information and belief, the other Hourly Employees and Aggrieved Employees are consistently interrupted with work demands during their attempted rest periods.

96. Despite requiring the other Hourly Employees and Aggrieved Employees to be on-call and subject to interruption, and interrupting them in fact, during their rest periods, CMC does not pay the other Hourly Employees and Aggrieved Employees the required one hour of premium pay at their regular rate for each workday in which they do not receive compliant, *bona fide* rest periods.

97. As a result of CMC's wage-and-hour, timekeeping, travel time, daily overtime, expense reimbursement, and meal and rest period practices described herein, the other Hourly Employees and Aggrieved Employees are not paid at their agreed-upon hourly rate of pay for all hours worked.

98. As a result of CMC's wage-and-hour, timekeeping, travel time, daily overtime, expense reimbursement, and meal and rest period practices described herein, the other Hourly

Employees and Aggrieved Employees are likewise not paid 1.5 times their regular rate of pay for all hours worked beyond 8 in a workday and/or 40 in a workweek.

99. As a result of CMC's meal and rest period practices as described herein, the other Hourly Employees and Aggrieved Employees are likewise not paid premium penalties for each workday in which they do not receive a timely or compliant meal and rest period.

100. As a result of CMC's expense reimbursement practices, the Hourly Employees and Aggrieved Employees are denied proper reimbursement for all of their mileage incurred for CMC's benefit.

101. As a result of CMC's policies and practices, CMC fails to keep, record, and maintain accurate payroll and timekeeping records for the other Hourly Employees and Aggrieved Employees.

102. As a result of CMC's policies and practices, CMC issues or causes to be issued itemized wage statements to the other Hourly Employees and Aggrieved Employees that are inaccurate, as the wage statements do not include the accurate number of hours worked, gross wages earned, and net wages earned.

103. As a result of CMC's wage-and-hour, timekeeping, travel time, daily overtime, expense reimbursement, and meal and rest period practices described herein, CMC fails to pay the other Hourly Employees and Aggrieved Employees who left their employment all wages earned and owing upon their separation of employment.

104. On December 30, 2025, Segura provided notice to the LWDA and to CMC of her intent to pursue civil penalties on behalf of the State of California and Aggrieved Employees for the Labor Code violations described herein. (*See* Exhibit 1.)

105. The LWDA did not respond or otherwise notify of its intention to intervene within 65 days of Segura's PAGA Notice submission.

CCP § 382 CLASS ACTION ALLEGATIONS

106. Segura hereby incorporates all other paragraphs by reference.

107. Segura brings this action on behalf of herself and all other similarly situated individuals as a class action pursuant to California Code of Civil Procedure section 382.

108. Like Segura, the other Hourly Employees are victimized by CMC's common wage-and-hour, timekeeping, travel time, daily overtime, expense reimbursement, and meal and rest period practices described herein.

109. Other Hourly Employees worked with Segura and indicated they were paid in the same manner, performed similar work, and were subject to CMC's same illegal pay and timekeeping schemes.

110. Based on his experience with CMC, Segura is aware CMC's illegal pay and timekeeping schemes are imposed on the other Hourly Employees.

111. The putative class of Hourly Employees is so numerous that the joining of all class members in one lawsuit is impractical.

112. The Hourly Employees are known to CMC and can be readily identified through CMC's business and personnel records.

113. The Hourly Employees are similarly situate din the most relevant respects.

114. Even if their precise job titles, exact duties, and locations might vary, these differences do not matter for the purposes of determining their entitlement to their earned wages, including straight time and overtime wages, premium pay, and accurate wage statements.

115. Rather, the putative class of Hourly Employees is held together by CMC's various illegal policies and practices, including CMC's wage-and-hour, timekeeping, travel time, daily overtime, expense reimbursement, and meal and rest period practices, which systematically deprive Segura and the other Hourly Employees of straight time wages, overtime wages, premium pay, expense reimbursements, and accurate wage statements.

116. CMC's records reflect the number of on-the-clock hours the Hourly Employees work each workday and workweek.

117. The unpaid wages owed to the Hourly Employees based on CMC's daily overtime, travel time, and meal and rest period practices are readily identifiable from a comparison of the timekeeping records which show, or should show, the periods within a continuous workday in which each Hourly Employee clocked out and clocked back in using CMC's timekeeping system.

118. The expense reimbursements owed to the Hourly Employees are readily identifiable from a comparison of the reasonable miles between the Hourly Employees' various work assignments each workday.

119. The back wages owed to Segura and the other Hourly Employees can therefore be calculated using the same formula applied to the same records.

120. Even if the issue of damages were somewhat individual in character, the damages can be calculated by reference to CMC's records and there is no detraction from the common nucleus of liability facts.

121. Therefore, the issue of damages does not preclude class treatment.

122. And Segura's experiences are therefore typical of the experiences of the other Hourly Employees.

123. Segura has no interest contrary to, or in conflict with, the interests of the other Hourly Employees that would prevent class treatment.

124. Like each Hourly Employee, Segura has an interest in obtaining the unpaid wages, compensatory damages, and statutory damages owed to them under California law.

125. Segura and her counsel will fairly and adequately represent the Hourly Employees and their interests.

126. Indeed, Segura retained counsel with significant experience in handling complex class action litigation.

127. A class action is superior to other available means for fair and efficient adjudication of this lawsuit.

128. Absent this class action, many Hourly Employees will not obtain redress for their injuries, and CMC will reap the unjust benefits of violation California labor laws.

129. Further, even if some of the Hourly Employees could afford individual litigation against CMC, it would be unduly burdensome to the judicial system.

130. Indeed, the multiplicity of actions would create a hardship to the Hourly Employees, the Court, and CMC.

131. Conversely, concentrating the litigation in one forum will promote judicial economy and consistency, as well as parity among the Hourly Employees' claims.

132. The questions of law and fact that are common to each Hourly Employee predominate over any questions affecting solely the individual members of the class.

133. The common questions of law and fact include, but are not limited to:

a. Whether CMC subjected Segura and the other Hourly Employees to unpaid travel time;

b. Whether CMC's travel time practices deprived the Hourly Employees of straight time wages under California law;

c. Whether CMC's travel time practices deprived the Hourly Employees of overtime wages under California law;

d. Whether CMC failed to pay 1.5 times Hourly Employees' regular rates of pay for all on-the-clock hours worked over 8 in each workday;

e. Whether CMC's daily overtime practices deprived the Hourly Employees of overtime wages under California law;

f. Whether CMC required Segura and the other Hourly Employees to use their personal vehicles for work-related travel;

g. Whether CMC failed to reimburse Segura and the other Hourly Employees for their mileage incurred at the correct mileage reimbursement rates;

h. Whether CMC failed to provide Segura and the Hourly Employees with timely and, compliant meal and rest periods each workday;

i. Whether CMC failed to pay premium wage payments to the Hourly Employees as a result of its meal and/or rest period practices;

j. Whether CMC's timekeeping and pay policies resulted in the Hourly Employees receiving itemized wage statements that were inaccurate and/or incomplete;

k. Whether CMC's various policies and practices discussed herein constitute predicate acts to serve as UCL violations;

l. Whether CMC's various policies discussed herein were made in good faith;

m. Whether CMC's violations of California law are willful; and

n. The proper measure of damages.

134. Segura knows of no difficulty that will be encountered in the management of this litigation that would preclude its ability to go forward as a class action.

135. As part of its regular business practices, CMC intentionally, willfully, and repeatedly violated California labor laws with respect to Segura and the other Hourly Employees.

136. CMC's illegal policies discussed herein deprived Segura and the other Hourly Employees of straight time wages, overtime wages, premium wages, and accurate itemized wage statements owed under California law.

COUNT I

Failure to Pay for All Hours Worked

(Lab. Code §§ 204, 1194)

137. Segura incorporates all other paragraphs by reference.

138. Segura brings her earned wages claim as a class action on behalf of herself and the other Hourly Employees pursuant to CCP § 382.

139. At all relevant times, CMC was subject to the Labor Code and applicable Wage Order(s) because CMC was (and is) an "employer" within the meaning of the Labor Code and applicable Wage Order(s).

140. At all relevant times, CMC employed Segura and the other Hourly Employees as its covered "employees" within the meaning prescribed in the Labor Code.

141. Labor Code § 204 provides in relevant part that "all wages … earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular payday."

142. Labor Code § 1194(a) provides as follows:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest

thereon, reasonable attorney's fees, and costs of suit.

143. Labor Code § 200(a) defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixes or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

144. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

145. IWC Wage Order(s) define hours worked as "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

146. CMC willfully engaged in and continues to engage in a policy and practice of not compensating Segura and the other Hourly Employees for all hours worked or spent in CMC's control.

147. As a result of CMC's wage-and-hour, timekeeping, and travel time practices described herein, CMC requires Segura and the other Hourly Employees to perform compensable work "off the clock."

148. In other words, Segura and the other Hourly Employees are forced to perform work for CMC's benefit without compensation during their "off the clock" travel time.

149. CMC knowingly and willfully refuses to perform its obligations to provide Segura and the other Hourly Employees with compensation for all time worked.

150. CMC's unlawful conduct harmed Segura and the other Hourly Employees by depriving them of their wages for all hours worked, which they are owed under California law.

151. Despite having knowledge or the ready ability to gather knowledge of the precise number of hours worked using basic diligence, CMC regularly fails to compensate Segura and the other Hourly Employees for all hours worked.

152. As such, CMC committed, and continues to commit, the acts alleged herein knowingly and willfully, and in conscious disregard of Segura's and the other Hourly Employees' rights.

153. Accordingly, Segura and the other Hourly Employees are thus entitled to recover nominal, actual, liquidated, and compensatory damages, plus interest, attorneys' fees, expenses, and costs of suit

<u>COUNT II</u>

Failure to Pay Overtime Wages

(Lab. Code §§ 510, 1194)

154. Segura incorporates all other paragraphs by reference.

155. Segura brings her overtime claims as a class action on behalf of herself and the other Hourly Employees pursuant to CCP § 382.

156. At all relevant times, CMC was subject to the Labor Code and applicable Wage Order(s) because CMC was (and is) an "employer" within the meaning of the Labor Code and applicable Wage Order(s).

157. At all relevant times, CMC employed Segura and the other Hourly Employees as its covered "employees" within the meaning prescribed in the Labor Code.

158. Segura and the other Hourly Employees are entitled to overtime pay under the Labor Code and applicable Wage Orders.

159. Labor Code § 510(a) provides:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

160. IWC Wage Order 17-2001(4) states that employees:

> … shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than … [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day

of work in a workweek….

161. Labor Code § 1194(a) provides:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

162. Labor Code § 1198 makes it unlawful for employers, like CMC, to employ employees, including Segura and the other Hourly Employees, under conditions that violate the Wage Order.

163. Despite regularly working over 8 hours a day and/or 40 hours in a workweek as part of their normal and regular schedules, CMC did not pay Segura and the other Hourly Employees overtime wages – at the required rate, based on all remuneration – for all overtime hours worked, including those worked "off the clock."

164. CMC's unlawful conduct harmed Segura and the other Hourly Employees by depriving them of the overtime and double-time wages they are owed under California law.

165. Accordingly, CMC owes Segura and the other Hourly Employees the unpaid balance of the full amount of overtime wages owed and interest at the highest applicable rates.

166. Finally, CMC is also liable to Segura and the other Hourly Employees for their reasonable attorneys' fees and costs incurred in this action.

COUNT III

Failure to Authorize, Permit, and/or Make Available Meal and Rest Periods

(Lab. Code §§ 226.7 and 512)

167. Segura incorporates all other paragraphs by reference.

168. Segura brings her meal and rest period claims as a class action on behalf of herself and the other Hourly Employees pursuant to CCP § 382.

169. At all relevant times, CMC was subject to the Labor Code and applicable Wage Orders.

170. At all relevant times, CMC was Segura's and each Hourly Employee's "employer" within the meaning prescribed in the Labor Code.

171. At all relevant times, Segura and each Hourly Employee was CMC's "employee" within the meaning prescribed in the Labor Code.

172. At all relevant times, Segura and the other Hourly Employees were entitled to compliant, *bona fide* meal and rest periods under the California Labor Code and applicable IWC Wage Order(s).

173. Sections 226.7 and 512 of the California Labor Code and applicable IWC Wage Order(s) require employers, like CMC, to authorize and permit meal and rest periods to their employees, including Segura and the other Hourly Employees.

174. Specifically, Sections 226.7 and 512 of the California Labor Code and applicable IWC Wage Order(s) require employers, like CMC, to provide employees, including Segura and the other Hourly Employees, one uninterrupted 30-minute meal period when they work more than 5 hours per day and a second uninterrupted 30-minute meal period when they work more than 10 hours in day.

175. Similarly, Section 226.7 of the California Labor Code and the applicable Wage Orders, also requires employers, like CMC, to authorize and permit employees, including Segura and the other Hourly Employees, to take 10 minutes of rest time per 4 hours (or major fraction thereof) of work, and to pay employees their full wages during those rest periods.

176. Unless employees are relieved of all duties during their 30-minute meal period(s) and 10-minute rest period(s), the employees are considered "on duty," and the meal/rest period must be counted as time worked under the applicable IWC Wage Order(s).

177. Pursuant to Section 226.7(b) of the California Labor Code and applicable IWC Wage Order(s), employers, like CMC, who fail to provide an employee with a required meal and/or rest period must, as compensation, pay the employee one hour of pay at the employee's regular rate – based on all remuneration – for each day that the meal and/or rest period was not authorized or permitted.

178. At all relevant times, CMC routinely failed to make meal periods available to Segura and the other Hourly Employees.

179. Despite long days regularly lasting in excess of 8 hours, Segura and the other

Hourly Employees are often unable to take a meal period, are prevented from timely taking a meal period, are otherwise subject to interruption during their meal periods, and are frequently interrupted during their attempted meal periods.

180. Segura and the other Hourly Employees are not paid one hour of premium pay for all of their missed meal breaks as required by California law.

181. Similar to meal periods, at all relevant times, CMC regularly fails to make rest periods available to Segura and the other Hourly Employees.

182. When available, if ever, Segura's and the other Hourly Employees' rest periods were often not compliant, but rather, were generally untimely and/or short.

183. Segura and the other Hourly Time Employees do not receive premium pay for all of their missed rest periods as required by California law.

184. CMC's unlawful conduct harmed Segura and the other Hourly Employees by depriving them of compliant meal and rest periods, as well as premium pay.

185. CMC knowingly, willfully, or in reckless disregard carried out this pattern or practice of failing to provide Segura and the other Hourly Employees compliant meal and rest periods and required premium pay for missed meal and rest periods.

186. Accordingly, Segura and the other Hourly Employees are entitled to compensation for CMC's failure to authorize, permit, and/or make available meal and rest periods, plus interest, attorneys' fees, expenses and costs of suit.

COUNT IV

Failure to Provide Accurate Itemized Wage Statements

(Lab. Code §§ 226)

187. Segura incorporates all other paragraphs by reference.

188. Segura brings her wage statement claims as a class action on behalf of herself and the other Hourly Employees pursuant to CCP § 382.

189. At all relevant times, CMC was subject to the Labor Code and applicable Wage Order(s) because CMC was (and is) an "employer" within the meaning of the Labor Code and applicable Wage Order(s).

190. At all relevant times, CMC employed Segura and the other Hourly Employees as its covered "employees" within the meaning prescribed in the Labor Code.

191. Labor Code § 226(a) provides:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee …. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

192. The applicable Wage Order(s) establish similar wage statement requirements.

193. Labor Code § 226(e) provides:

> An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorneys' fees.

194. As a result of its aforementioned illegal practices, CMC does not provide timely, accurate itemized wage statements to Segura and the other Hourly Employees, in violation of Labor Code § 226(a) and the applicable Wage Order(s).

195. Specifically, the wage statements CMC provides Segura and the other Hourly Employees do not accurately reflect their actual hours worked, their actual gross wages earned, their actual overtime wages earned, their premium pay earned, or their actual net wages earned.

196. CMC's unlawful conduct harmed Segura and the other Hourly Employees by depriving them of the accurate wages statements they are owed under California law.

197. Accordingly, CMC is liable to Segura and the other Hourly Employees for the amounts described above, plus interest.

198. Finally, CMC is also liable to Segura and the other Hourly Employees for their reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code § 226(e).

COUNT V

Waiting Time Penalties

(Lab. Code §§ 201–203)

199. Segura incorporates all other paragraphs by reference.

200. Segura brings her waiting time penalties claim as a class action on behalf of herself and the other Hourly Employees pursuant to CCP § 382.

201. At all relevant times, CMC was subject to the Labor Code and applicable Wage Order(s) because CMC was (and is) an "employer" within the meaning of the Labor Code and applicable Wage Order(s).

202. At all relevant times, CMC employed Segura and the other Hourly Employees as its covered "employees" within the meaning prescribed in the Labor Code.

203. Labor Code § 201 provides: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

204. Labor Code § 202 provides: "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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."

205. Labor Code § 203 provides, in relevant part:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

206. Segura and some of the other Hourly Employees have left their employment with CMC, at which time CMC owed them unpaid wages.

207. These earned, but unpaid, wages derive from the unpaid earned wages, overtime pay, expense reimbursements, and premium pay CMC owes Segura and the other Hourly Employees.

208. CMC willfully refused and continues to refuse to pay Segura and the other Hourly Employees all wages due and owing to them, in the form of earned wages, overtime pay, and premium pay, upon the end of their employment as a result of CMC's illegal policies.

209. CMC's unlawful conduct harmed Segura and the other Hourly Employees by depriving them of the earnings and interest they are owed under California law.

210. Accordingly, CMC is liable to Segura and other Hourly Employees for all penalties owing pursuant to Labor Code §§ 201-203.

211. Labor Code § 203 provides that an employee's wages will continue as a penalty up to 30 days from the time the wages were due.

212. Therefore, Segura and other Hourly Employees are entitled to penalties pursuant to Labor Code § 203, plus interest.

COUNT VI

Failure to Reimburse for Necessary Business Expenditures

(Lab. Code § 2802)

213. Segura incorporates all other paragraphs by reference.

214. Segura brings her expense reimbursement claim as a class action on behalf of herself and the other Hourly Employees pursuant to CCP § 382.

215. At all relevant times, Defendants were subject to the Labor Code and applicable IWC Wage Order(s) because Defendants, and each of them, are considered "employers" within the meaning of the Labor Code and applicable IWC Wage Order(s).

216. At all relevant times, Defendants, and each of them, employed Segura and the other Hourly Employees as their covered "employees" within the meaning prescribed by the Labor Code and applicable IWC Wage Order(s).

217. Defendants, and each of them, are considered Segura's and the other Hourly Employees' employer or joint employers as contemplated by Labor Code §§ 558 and/or 558.1.

218. Defendants do not reimburse Segura and the other Hourly Employees for all necessary business expenditures.

219. Labor Code § 2802 provides, in relevant part.

> An employer shall indemnify his or her employee for all necessary business expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. … For the purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section.

220. Defendants require Segura and the other Hourly Employees to use their personal vehicles for work-related travel, including travel to and from storage facilities as well as in between work assignments at separate facilities.

221. Defendants are and were aware that Segura and the other Hourly Employees incur these mileage expenses and yet does not reimburse Segura and the other Hourly Employees for all mileage incurred at the correct and reasonable mileage reimbursement rate.

222. Defendants are liable to Segura and the other Hourly Employees for the unreimbursed expenses and civil penalties, with interest thereon.

223. Segura and the other Hourly Employees are further entitled to an award of attorneys' fees and costs.

Count VII

Violation of California's UCL

(Bus. & Prof. Code §§ 17200, *et seq.*)

224. Segura incorporates all other paragraphs by reference.

225. Segura brings her UCL claims as a class action on behalf of herself and the other Hourly Employees pursuant to CCP § 382.

226. California Business and Professions Code § 17200, *et seq.*, prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business acts or practices.

227. Business and Professions Code § 17204 allows a person injured by the unfair business acts or practices to prosecute a civil action for violation of the UCL.

228. Labor Code § 90.5(a) states it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

229. Beginning at an exact date unknown to Segura, but at least since December 10, 2021, CMC committed acts of unfair competition as defined by the UCL, engaging in the unlawful, unfair, and fraudulent business acts and practices described in this Complaint, including, but not limited to:

a. Violations of Labor Code §§ 204 and 1194 pertaining to failure to pay all wages owed for all hours worked;

b. Violations of Labor Code §§ 201-203 pertaining to failure to pay all wages owed upon separation of employment;

c. Violations of Labor Code § 510 and IWC Wage Order(s) pertaining to failure to pay all overtime wages owed;

d. Violations of Labor Code §§ 226.7 and 512 and IWC Wage Order(s) pertaining to meal and rest periods;

e. Violations of Labor Code §§ 226.7 and 512 and IWC Wage Order(s) pertaining to failure to pay all premium wages owed;

f. Violations of Labor Code §§ 1174 and 1198.5 pertaining to failure to keep and maintain accurate timekeeping and payroll records;

g. Violations of Labor Code § 2802 regarding business expense reimbursements; and

h. Violations of Labor Code § 226 regarding accurate, timely itemized wage statements.

230. CMC's violations of these California laws and regulations, as well as the

fundamental California public policies protecting wages, serve as unlawful predicate acts and practices for purposes of Business and Professions Code §§ 17200, *et seq*.

231. CMC's acts and practices described above constitute unfair, unlawful, and fraudulent business practices and unfair competition within the meaning of Business and Professions Code §§ 17200, *et seq*.

232. Among other things, CMC's acts and practices have taken from Segura and the other Hourly Employees' wages rightfully earned from them, while enabling CMC to gain an unfair competitive advantage over law-abiding employers and competitors.

233. Business and Professions Code § 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition.

234. Injunctive relief is necessary and appropriate to prevent CMC from repeating the unlawful, unfair, and fraudulent business acts and practices alleged in this Complaint.

235. CMC's unlawful conduct harmed Segura and the other Hourly Employees by depriving them of money and property, in the form of unpaid wages which are due and payable to them.

236. Business and Professions Code § 17203 provides that the Court may restore to any person in interest any money or property which may have been acquired by means of such unfair competition.

237. Segura and the other Hourly Employees are entitled to restitution pursuant to Business and Professions Code § 17203 for all wages and payments unlawfully withheld from them during the 4-year period prior to the filing of this Complaint.

238. Segura's success in this action will enforce important rights affecting the public interest and, in that regard, Segura sues on behalf of himself as well as the other similarly situated Hourly Employees.

239. Accordingly, Segura and the other Hourly Employees seek and are entitled to unpaid wages, declaratory and injunctive relief, and all other equitable remedies owing to them.

240. Segura takes it upon himself to enforce these laws and lawful claims. There is a

financial burden involved in pursuing this action, and the action is seeking to vindicate a public right and it would be against the interests of justice to penalize Segura by forcing her to pay attorneys' fees from the recovery in this action.

241. Thus, attorneys' fees are appropriately awarded to Segura pursuant to Code of Civil Procedure § 1021.5 and otherwise.

COUNT VIII

Civil Penalties Pursuant to PAGA

(Lab. Code § 2699(a) & (f))

242. Segura incorporates all other paragraphs by reference.

243. Labor Code § 2699(a) provides:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

244. Labor Code § 203 provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

245. Labor Code § 226(a) provides:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her

social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

246. Labor Code § 226(e)(1) provides:

> An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

247. Labor Code § 226.3 provides:

> Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

248. Labor Code § 558(a) and (c) provide:

> (a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages…. (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

249. Segura seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by CMC, as alleged in this Complaint, to timely pay all wages owed to the Aggrieved Employees in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.

250. Segura seeks such penalties as an alternative to the penalties available to individual litigants under Labor Code § 203 where applicable, as prayed for herein.

251. Segura also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by CMC, alleged in this Complaint, to provide the Aggrieved Employees with accurate, itemized wage statements in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226(e).

252. CMC, as alleged in this Complaint, failed to pay all wages owed to Segura and the Aggrieved Employees in a timely manner (twice during each calendar month), including all minimum wages, premium wages, and overtime wages as required by Labor Code § 204.

253. Segura therefore seeks civil penalties for CMC's violations of Labor Code § 204 in the amounts described in Labor Code § 210.

254. Segura also seeks civil penalties in the amounts described under Labor Code § 558 pursuant to Labor Code § 2699(a) for each pay period in which CMC, as alleged in this Complaint, failed to pay the Aggrieved Employees for all overtime wages owed.

255. Labor Code § 2699(f) provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: … (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation

256. Labor Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." All such wages are subject to California's overtime and double time requirements, including those set forth above.

257. Labor Code § 204(a) provides that "[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month[.]"

258. Labor Code § 510(a) provides as follows:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one

> day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

259. IWC Wage Order 16-2001(3)(A)(1) states that employees:

> …shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than … [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek….

260. Labor Code § 1194(a) provides as follows:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

261. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate relevant Wage Order(s).

262. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Segura seeks civil penalties pursuant to Labor Code § 2699(f) for the Aggrieved Employees for each pay period in which such employee was aggrieved, in the amounts established by Labor Code § 2699(f).

263. Segura seeks civil penalties under Labor Code § 2699(f) for CMC's violations of Labor Code §§ 204, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.5, 1198, 1198.5, and 2802.

264. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation of a Labor Code provision that does not provide for a civil penalty if, at the time of the violation, the employer employs one or more employees. Labor Code § 2699(f)(2) provides for a civil penalty of two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation of a Labor Code

provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees.

265. Pursuant to Labor Code § 2699.3(a)(1) and (2), Segura has provided the LWDA with notice of his intention to file this claim. (*See* Exhibit 1.)

266. More than sixty-five (65) calendar days have passed without notice from the LWDA. Thus, Segura satisfied all administrative prerequisites to commence this civil action.

267. Segura seeks the aforementioned civil penalties on behalf of the State of California and the other Aggrieved Employees as set forth in Labor Code § 2699(g) and (i).

268. CMC is liable to the Aggrieved Employees and the State of California for the civil penalties set forth in this Complaint, with interest thereon.

269. Segura is also entitled to an award of attorneys' fees and costs as set forth herein.

270. Wherefore, Segura and the Aggrieved Employees request relief as hereinafter provided.

RELIEF SOUGHT

WHEREFORE, Segura, individually, on behalf of all others similarly situated, on behalf of the State of California, and on behalf of Aggrieved Employees, prays for judgment as follows:

a. An Order certifying this lawsuit as a class action pursuant to California Code of Civil Procedure § 382;

b. An Order appointing Segura and her counsel to represent the interests of the Hourly Employees;

c. An Order recognizing Segura as the duly authorized Representative of the LWDA, that he be deemed an "Aggrieved Employee," and that he be awarded enhanced compensation for bringing this action, should he prevail and provide benefit to the State of California or other "Aggrieved Employees," subject to the Court's discretion;

d. An Order finding that this action be maintained as a PAGA representative action, and Plaintiff and her counsel be provided with enforcement capability as if the LWDA brought the action;

e. For a declaratory judgment finding that CMC violated the California Labor Code, California Law, and public policy as alleged herein;

f. For a declaratory judgment that CMC violated California Business and Professions Code §§ 17200, *et seq*., as a result of the aforementioned violations of law;

g. An Order finding CMC liable to Segura and the other Hourly Employees for their unpaid wages, overtime wages, statutory damages, expense reimbursements, and any other penalties owed under the California Labor Code, the applicable IWC Wage Order(s), and the UCL;

h. Judgment awarding Segura and the other Hourly Employees all unpaid wages, overtime wages, double time wages, liquidated damages, expense reimbursements, statutory damages, and any other penalties available under the California Labor Code, the applicable IWC Wage Order(s), and/or the UCL;

i. An equitable accounting to identify, locate, and restore all current and former employees the wages and compensatory damages they are due, with interest thereon at the highest rates allowable by law;

j. An Order awarding civil penalties against CMC to the fullest extent provided for by PAGA;

k. An Order awarding attorney's fees, costs, and expenses;

l. Pre- and post-judgment interest at the highest applicable rates; and

m. Such other and further relief as may be necessary and appropriate.

JURY DEMAND

Segura hereby demands a trial by jury on all causes of action and claims to which she and the other Hourly Employees have a right to a jury trial.

Dated: March 9, 2026

LAUREL EMPLOYMENT LAW

Joshua I. White, Esq.
William M. Hogg, Esq.

Attorneys for Segura, the Hourly Employees, the State of California, and Aggrieved Employees

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
Segura v. Comprehensive Mobile Care, LLC
Case No. 30-2026-01541502-CU-OE-CXC

EXHIBIT 1

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LAUREL
EMPLOYMENT LAW

December 30, 2025

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Comprehensive Mobile Care, LLC
c/o C T Corporation System
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Re:	**Private Attorneys General Act of 2004 ("PAGA") Notice**
Employee:	**Yajaira Segura**
Employer:	**Comprehensive Mobile Care, LLC, including any predecessor organizations, and Does 1-50**

Dear PAGA Administrator:

Pursuant to California Labor Code § 2699.3(a)(1), Yajaira Segura notifies the California Labor & Workforce Development Agency ("LWDA") that she intends to seek civil penalties pursuant to California Labor Code § 2699(a) and (f) for violations of the California Labor Code by Comprehensive Mobile Care, LLC ("CMC" or "Employer"), as well as any predecessors in interest, subsidiaries, parent companies, and/or unknown related entities involved in the alleged violations. This letter provides LWDA with the opportunity to investigate the alleged violations and take appropriate action.

Ms. Segura, an aggrieved employee, intends to bring a civil action against CMC pursuant to PAGA on behalf of herself and other aggrieved employees. If LWDA does not investigate the alleged violations or does not issue a citation within the time provided by law, Ms. Segura intends to file a representative civil action to recover civil penalties on behalf of herself, other aggrieved employees, and the State of California.

The information contained in this notice is based on information and belief currently possessed by Ms. Segura. Ms. Segura reserves the right to amend or supplement this notice as additional facts and information become available through further investigation and discovery.

Identity of "Employees"

Ms. Segura intends to pursue PAGA civil penalties on her own behalf, on behalf of the State of California, and on behalf of other current and former non-exempt, hourly-paid employees of CMC who performed work in California at any time since December 10, 2024 through final resolution of this matter and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. This includes, but is not limited to, assistants and similar hourly, non-exempt positions who worked for CMC in California. The said employees are collectively referred to hereinafter as "Aggrieved Employees." The names of Aggrieved Employees (other than Ms. Segura) are contained within CMC's personnel and/or payroll records.

Identity and Capacity of Employers/Joint Employers

Ms. Segura intends to pursue a PAGA action against CMC and its predecessors, parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer" as well). Ms. Segura will seek to hold all owners, directors, officers, and managing agents of CMC, personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein. There exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities is, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Ms. Segura will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities. This is particularly relevant here given that CMC operates nationwide with corporate headquarters located in Arizona, yet employs workers in California and other states, suggesting a multi-entity structure and the intermingling of operations across state lines.

It should further be noted that CMC and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees. The fact that CMC maintains corporate headquarters in Arizona while directly controlling the employment terms and conditions of California-based employees further supports joint employer liability.

Background and General Violations Description

At all times herein, CMC provides mobile dental, optometry, and audiology services in California and other states, including Pennsylvania, Texas, and Florida, with its corporate headquarters located in Arizona. CMC employs workers throughout California to perform dental assistant, audiology, and related non-exempt work in furtherance of its business operations.

Ms. Segura was hired by CMC in December 2022, and worked as a Dental Assistant performing both dental and mobile audiology services. Ms. Segura was classified as an hourly, non-exempt employee and worked for until July 2025, regularly working 10-to-12 hour shifts.

At all relevant times, CMC subjected Ms. Segura and other Aggrieved Employees to systematic policies and practices that violated the Labor Code and applicable IWC Wage Orders. These violations include: frequent denial of compliant meal and rest breaks; failure to pay overtime wages for all hours worked over 8 in a day and/or 40 in a workweek; failure to compensate for all hours worked, including travel time spent using personal vehicles to pick up company equipment; timekeeping and recordkeeping violations, including failing to implement a clock-in system until approximately three months before Ms. Segura's termination (with prior timekeeping consisting of text messages to supervisors), and maintaining payroll records and wage statements that do not accurately reflect hours actually worked; failing to reimburse for necessary business expenses; failing to pay all wages upon separation of employment; and wage statement violations stemming from inaccurate reporting of hours worked and wages owed. These violations affected Ms. Segura and other similarly situated non-exempt employees throughout the relevant time period. Ms. Segura intends to seek civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order(s), including civil penalties pursuant to Labor Code § 558(a). Ms. Segura's claims are set forth in further detail below.

For reasons set forth herein, Ms. Segura alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of herself and all other non-exempt Aggrieved Employees of Employer:

1. Failure to Pay All Overtime Wages (Lab. Code §§ 204, 510, 1194)
2. Failure to Pay for All Hours Worked (Lab. Code § 204)
3. Failure to Provide Meal Periods (Lab. Code § 512)
4. Failure to Provide Rest Periods (Lab. Code § 226.7)
5. Failure to Reimburse for Necessary Business Expenses (Lab. Code § 2802)
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))
7. Failure to Maintain Accurate Payroll Records (Lab. Code §§ 1174, 1174.5)
8. Failure to Timely Pay All Wages Upon Separation of Employment (Lab. Code §§ 201-203)

1. Failure to Pay All Overtime Wages and Failure to Pay for All Hours Worked

California Labor Code §§ 204, 510, and 1194, as well as applicable IWC Wage Orders, require employers to pay all wages owed to their employees, including overtime compensation at one and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours per day or forty hours per week, and at double the employee's regular rate of pay for all hours worked in excess of twelve hours in one day. Employers must also compensate employees for all hours worked, including travel time when employees are required to report to a location other than their usual worksite to pick up company equipment or materials.

CMC regularly required Ms. Segura and the Aggrieved Employees to work 10-to-12 hour days but failed to pay proper overtime compensation in violation of California law. Upon information and belief, CMC failed to pay daily overtime at 1.5 times Ms. Segura's and the Aggrieved Employees' regular rates of pay for all hours worked over 8 in a day. CMC also allegedly moved hours worked from one workweek to the following workweek on timesheets to avoid triggering overtime obligations. Ms. Segura's paystubs and timesheets do not match the actual hours she worked, reflecting CMC's systematic practice of inaccurate timekeeping that resulted in unpaid overtime wages.

CMC also failed to pay Ms. Segura and the Aggrieved Employees for all hours worked, resulting in unpaid straight time and overtime wages. CMC required Ms. Segura and the Aggrieved Employees to use their personal vehicles to pick up company equipment—including laptops and printers—from storage facilities before reporting to their assigned work sites. Despite this requirement, CMC only paid Ms. Segura and the Aggrieved Employees from the time they arrived at the facility, not for the compensable travel time spent retrieving company equipment. CMC told Ms. Segura and the Aggrieved Employees that it would pay mileage reimbursement but not the travel time itself, even though both are compensable under California law when employees must report to a location other than their usual worksite to pick up equipment or materials necessary to perform their job duties. As a result of CMC's conduct, Ms. Segura and the Aggrieved Employees were not paid all straight time wages owed and were not paid all overtime wages owed for each workday and workweek.

These wage-and-hour violations were not isolated incidents affecting only Ms. Segura, but rather resulted from CMC's systematic policies and practices that were known to management, including Ms. Segura's direct supervisor April and the payroll coordinator. Upon information and belief, CMC knew or should have known that these timekeeping practices, improper overtime thresholds, and failure to compensate for travel time violated the California Labor Code, but nonetheless failed to correct these unlawful policies and practices. These violations affected Ms. Segura and all other similarly situated non-exempt, hourly employees who worked for CMC in California during the applicable PAGA period.

This claim seeks civil penalties only on a representative basis pursuant to PAGA. CMC and any joint employers are liable for these violations if they set, knew of, controlled, or failed to correct these unlawful policies and practices. This section does not seek unpaid wages, waiting time penalties, or damages on an individual basis, which are reserved for any non-PAGA claims that may be pursued separately.

Based on the foregoing, Ms. Segura seeks civil penalties under PAGA pursuant to Labor Code § 2699 on behalf of the State of California and all Aggrieved Employees based on CMC's violations of Labor Code §§ 204, 510, and 1194, and applicable IWC Wage Orders.

2. Failure to Provide Meal Periods and Failure to Pay All Wages Owed (Meal Premium Pay)

Labor Code § 512 and applicable IWC Wage Order(s) require employers to provide timely, uninterrupted meal periods of at least thirty minutes for shifts over five hours, during which employees must be completely relieved of all duties. Employees who work more than ten hours in a workday are entitled to a second meal period of at least thirty minutes. When employers fail to provide compliant meal periods, Labor Code § 226.7 requires that they pay premium pay equal to one additional hour of pay at the employee's regular rate of compensation for each workday a compliant meal period was not provided. Labor Code § 204 further requires employers to timely pay all wages owed, including meal period premium pay.

Ms. Segura and the Aggrieved Employees regularly worked 10-to-12 hour shifts for CMC but were not provided with timely or compliant 30-minute meal periods each shift. For shifts exceeding ten hours, Ms. Segura and the Aggrieved Employees were not provided a required second meal period of at least thirty minutes as mandated by Labor Code § 512 and the applicable IWC Wage Order(s). These shortened and missing meal periods were insufficient to satisfy California's meal period requirements and deprived Ms. Segura and the Aggrieved Employees of the opportunity to take bona fide off-duty meal periods during which they were completely relieved of all duties.

These non-compliant meal periods were a regular occurrence, not isolated incidents, affecting Ms. Segura and other hourly employees in similar positions throughout CMC's California operations.

Despite the systematic failure to provide compliant meal periods, CMC did not pay the required one-hour premium pay for each workday in which meal periods were non-compliant. As a result of CMC's failure to pay meal period premium wages, CMC failed to pay all wages owed under Labor Code § 204. These wage payment violations were not isolated incidents but rather resulted from CMC's systematic policies and practices that affected Ms. Segura and all other similarly situated non-exempt employees who worked for CMC in California during the applicable time period.

This Cause of Action seeks civil penalties on a representative basis. CMC and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims. Upon information and belief, evidence supporting these violations may include text messages between Ms. Segura and her coordinator and supervisors regarding meal break duration, timekeeping records showing shift lengths, paystubs showing no premium pay, and written policies regarding break times.

Accordingly, Ms. Segura now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code §§ 512, 226.7, and 204, and applicable IWC Wage Orders.

3. Failure to Provide Rest Periods

Labor Code § 226.7 and applicable IWC Wage Order(s) require employers to authorize and permit rest periods of at least ten minutes for every four hours worked, or major fraction thereof, during which employees must be completely relieved of all duties. When compliant rest periods are not provided, Labor Code § 226.7 requires employers to pay one additional hour of pay at the employee's regular rate of compensation for each workday a compliant rest period was not provided.

CMC's policies, practices, and procedures cause Ms. Segura and the Aggrieved Employees to systematically miss their rest periods, but CMC does not provide Ms. Segura and the Aggrieved Employees with premium payments for non-compliant rest periods. Ms. Segura and the Aggrieved Employees regularly worked 10-to-12 hour shifts, which require two-to-three 10-minute rest periods per shift. However, rest breaks were inconsistent and not properly authorized or made available. Ms. Segura and the Aggrieved Employees are frequently denied rest periods for various reasons, including that CMC does not authorize, permit, and/or make available timely rest periods and/or Ms. Segura and the Aggrieved Employees are often too busy with work during the day to have time to take full, *bona fide* rest periods. CMC also does not monitor, take steps, or otherwise ensure rest periods are made available to Ms. Segura and the Aggrieved Employees.

Additionally, Ms. Segura and the Aggrieved Employees are not provided with uninterrupted, 10-minute rest periods, during which they should be completely relieved of any duty and/or control by CMC for every four hours worked or major fraction thereof. Upon information and belief, CMC's policies and practices, including understaffing and high workload demands, caused Ms. Segura and the Aggrieved Employees to miss or skip rest periods.

Despite the systematic failure to provide compliant rest periods, CMC did not pay the required one-hour premium pay for each workday on which rest periods were non-compliant.

This claim seeks civil penalties only on a representative basis pursuant to PAGA. CMC and any joint employers are liable for these violations if they set, knew of, controlled, or failed to correct these unlawful policies and practices. This section does not seek unpaid wages, waiting time penalties, or damages on an individual basis, which are reserved for any non-PAGA claims that may be pursued separately.

Based on the foregoing, Ms. Segura seeks civil penalties under PAGA pursuant to Labor Code § 2699 on behalf of the State of California and all Aggrieved Employees based on CMC’s violations of Labor Code § 226.7 and applicable IWC Wage Orders.

4. Failure to Reimburse for Necessary Business Expenses

Labor Code § 2802 and applicable IWC Wage Order(s) require employers to reimburse their employees for necessary business expenses incurred for the benefit of the employer.

Ms. Segura and the other Aggrieved Employees were required to use their personal vehicles for work, including required driving to work locations dozens of miles apart, driving to and from storage sites, and driving between worksites. CMC did not reimburse Ms. Segura and the other Aggrieved Employees for their mileage at the appropriate IRS rate ($0.67 per mile in 2024, $0.70 per mile in 2025), and instead only applied partial reimbursement at approximately $0.25 per mile. CMC therefore owes Ms. Segura and the other Aggrieved Employees reimbursement for their mileage incurred at the correct reimbursement rates to compensate them for the use of their personal vehicles, wear and tear, and gas usage.

This claim seeks civil penalties only on a representative basis pursuant to PAGA. CMC and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Ms. Segura now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code § 226(a) and applicable IWC Wage Orders.

5. Failure to Provide Accurate Itemized Wage Statements

Labor Code § 226(a) and applicable IWC Wage Order(s) require employers to furnish each employee with an accurate, itemized wage statement showing: gross wages earned, total hours worked, piece rate units earned and any applicable piece rate (if applicable), all deductions, net wages earned, the inclusive dates of the pay period, the employee's name and the last four digits of the employee's social security number or an employee identification number, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Any omission or inaccuracy in these required items constitutes a violation of Labor Code § 226(a).

Ms. Segura's and the Aggrieved Employees' wage statements did not accurately reflect the actual hours worked and wages earned, including overtime wages, straight time wages, and premium wages.

CMC's inadequate timekeeping systems further exacerbated these wage statement violations. Until approximately three months before Ms. Segura's termination, CMC did not have an adequate or formal clock-in system and instead relied on employees texting their supervisors to record work time. This informal system resulted in consistently inaccurate wage statements for Ms. Segura and the Aggrieved Employees. After implementing an electronic clock-in system, records remained inaccessible, and the wage statements still did not comply with Labor Code § 226(a). These wage statement violations were not isolated incidents affecting only Ms. Segura, but rather resulted from CMC's systematic timekeeping and payroll practices that affected all similarly situated non-exempt employees who worked for CMC in California during the relevant time period.

This claim seeks civil penalties only on a representative basis pursuant to PAGA. CMC and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Ms. Segura now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code § 226(a) and applicable IWC Wage Orders.

6. Failure to Maintain Accurate Payroll Records

Labor Code § 1174 and Labor Code § 1174.5, as well as the applicable IWC Wage Order(s), impose a non-waivable duty on employers to accurately keep, maintain, and preserve complete payroll records showing hours worked, wages paid, and other required data for each employee for a period of at least three years. This duty includes ensuring that such records are available for inspection and copying by employees and state officials upon request. Any policy or practice that causes records to be missing, incomplete, inaccurate, or not produced as required constitutes a violation. This claim is brought solely for civil penalties under the Private Attorneys General Act ("PAGA") pursuant to Labor Code § 2699(a) on a representative basis, and is subject to the prefiling requirements set forth in Labor Code § 2699.3.

CMC failed to maintain complete and accurate payroll records for Ms. Segura and the Aggrieved Employees. The timekeeping system utilized by CMC was inadequate—initially requiring employees to text supervisors to "clock in" rather than using a proper timekeeping system. An electronic clock-in system was only implemented approximately three months before Ms. Segura's termination in July 2025. As a result, older timesheets for most of Ms. Segura's 2.5-year employment period are incomplete or unavailable. The records that do exist are inaccurate due to CMC's failure to record all travel time and of "flexing" hours from one workweek to the next. These records do not accurately reflect hours worked, overtime hours, or premium pay owed to Ms. Segura and the Aggrieved Employees.

This claim seeks civil penalties only on a representative basis pursuant to PAGA. CMC and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Ms. Segura now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code §§ 1174 and 1174.5 and applicable IWC Wage Orders.

7. Failure to Timely Pay All Wages Upon Separation of Employment

Labor Code §§ 201, 202, 203, and 204 require employers to pay all earned wages to employees who separate from employment within specific timeframes: immediately upon termination if the employee is discharged, or within 72 hours if the employee quits without notice. "All wages" includes any unpaid regular wages, overtime wages, and premium pay owed to the employee. Failure to timely pay all wages upon separation triggers waiting-time penalties under Labor Code § 203. This claim is brought solely for civil penalties under the Private Attorneys General Act ("PAGA") pursuant to Labor Code § 2699(a) on a representative basis, and is subject to the prefiling requirements set forth in Labor Code § 2699.3.

When Ms. Segura was terminated in July 2025, CMC failed to pay all wages owed to her. Because CMC had systematically failed to pay overtime wages, meal period premium pay, rest period premium pay, and compensation for all hours worked (including travel time) throughout Ms. Segura's employment, these unpaid wages necessarily were not paid at the time of termination. The same is true of the Aggrieved Employees. As a result of CMC's failure to pay all wages owed during Ms. Segura's and the Aggrieved Employees' employment, including all premium pay owed, CMC necessarily failed to pay all wages owed when Ms. Segura ended her employment. CMC likewise failed to pay all wages owed when other Aggrieved Employees left their employment.

This claim seeks civil penalties only on a representative basis pursuant to PAGA. CMC and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Accordingly, Ms. Segura now seeks civil penalties pursuant to PAGA on behalf of the State of California and all Aggrieved Employees based on the alleged violations of Labor Code §§ 201, 202, 203, and 204.

Attorneys' Fees, Costs, and Civil Penalties

Pursuant to Labor Code § 2699(m), Aggrieved Employees are entitled to collect 35% of civil penalties (with 65% going to the Labor and Workforce Development Agency), and the prevailing party is entitled to reasonable attorney's fees and costs. Ms. Segura has already incurred and will continue to incur attorney's fees and costs due to the Employer's unlawful actions, and these amounts are recoverable in addition to civil penalties.

Conclusion

If the State of California intends to investigate the matters set forth herein, please notify our offices as soon as possible, as prompt administrative action will enable the unlawful identified practices to be rectified in a timely manner. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein within the statutory period (typically 65 days from receipt), then pursuant to Labor Code § 2699 *et seq*., Ms. Segura reserves the right to file a PAGA civil action seeking all available civil penalties and remedies, as well as attorneys' fees, interest, and costs, as permitted under PAGA.

Should the State of California require any additional information, please do not hesitate to contact the undersigned. We would appreciate hearing from the LWDA at its earliest convenience, and we thank you for your careful consideration of this matter.

Sincerely,

/s/ William M. Hogg
William M. Hogg, Esq.
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Counsel for Comprehensive Mobile Care, LLC

Proof of Service

I, William Hogg, declare under penalty of perjury under the laws of the State of California that the following facts are true and correct:

I am a citizen of the United States, over the age of eighteen years, and not a party to the above-referenced matter. I am an attorney with the law firm of Laurel Employment Law, and my business address is 808 Wilshire Blvd., Ste. 200, Santa Monica, CA 90401. On March 9, 2026, I served the following document(s):

- PLAINTIFF'S FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT and JURY DEMAND

in the following manner:

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Monica, California addressed as set forth below.

☐ by overnight mail by placing the document(s) listed above in a sealed overnight mail envelope with postage thereon fully prepared as set forth below.

☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

☒ by e-mail or electronic transmission. Pursuant to Code of Civil Procedure § 1010.6, I caused the document(s) to be sent to the person(s) at the e-mail address(es) listed below.

Erin D. Leach (eleach@swlaw.com)
SNELL & WILMER LLP
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626

Counsel for Defendant

I am readily familiar with my firm's practice for collection and processing of correspondence for mailing with the U.S. Postal Service/Express Mail, Federal Express, and other overnight mail services, to wit, that correspondence will be deposited with the U.S. Postal Service/overnight mail this same day in the ordinary course of business.

Executed on March 9, 2026, at Santa Monica, California.

William M. Hogg