

Roman Shkodnik, Esq. (SBN 285152)
Jean Hopkins Power (SBN 326509)
D.LAW, INC.
450 North Brand Boulevard, Suite 840
Glendale, CA 91203-2920
Tel.: (818) 962-6465 / Fax: (818) 962-6469
Emails: R.Shkodnik@d.law, J.Power@d.law

Attorneys for Plaintiff SARA DEXTER
on behalf of herself and all others similarly situated

Electronically Filed
Superior Court of California
County of San Bernardino
Victorville District
2/5/2026 10:22 AM
By: Angelina Newton, DEPUTY

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

SARA DEXTER, an individual, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

HOSPITAL OF BARSTOW, INC., a
Delaware corporation; BARSTOW
COMMUNITY HOSPITAL AUXILIARY,
a California corporation; BARSTOW
COMMUNITY HOSPITAL, a business
entity of unknown form; QUORUM
HEALTH CORPORATION, a business
entity of unknown form; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVVS2508522
CLASS ACTION

Assigned for All Purposes To:

Hon. Winston Keh

Dept.: V11

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Failure to Pay Sick Pay, Labor Code § 246;
6. Failure to Pay Vacation Wages Labor Code § 227.3;
7. Violation of Labor Code § 226(a);
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties under PAGA Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint Filed: December 2, 2025
Trial Date: None Set

1 Plaintiff SARA DEXTER (hereinafter “Plaintiff”), on behalf of herself and all other
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the
3 relevant period (collectively, “Employees”; individually, “Employee”), complain of Defendants as
4 follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former
7 Employees within the State of California who, at any time during the four years prior to the filing
8 of this lawsuit, are or were employed as non-exempt, hourly employees by Defendants
9 HOSPITAL OF BARSTOW, INC., a Delaware corporation; BARSTOW COMMUNITY
10 HOSPITAL AUXILIARY, a California corporation; BARSTOW COMMUNITY
11 HOSPITAL, a business entity of unknown form; QUORUM HEALTH CORPORATION, a
12 business entity of unknown form; and DOES 1 through 50 (all defendants being collectively
13 referred to herein as “Defendants”). Plaintiff alleges that Defendants violated various provisions of
14 the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and
15 California Business & Professions Code, and seek redress for these violations.

16 2. Plaintiff, SARA DEXTER (“DEXTER”) worked as a registered nurse at one of
17 Defendants’ facilities and locations in California. Defendants employed other similarly situated
18 Class members as registered nurses, licensed vocational nurses, recreation therapists, food service
19 aids, restorative nursing assistants, certified nursing assistants, and in similar and related positions
20 in connection with providing healthcare related services to Defendants’ customers and patients
21 throughout California. Plaintiff and the other similarly situated Class members worked at
22 Defendants’ behest without being paid all wages due and without being provided all required
23 breaks. More specifically, Plaintiff and the other similarly situated Class members were employed
24 by Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same
25 policies and practices (3) and endured similar violations at the hands of Defendants as the other
26 Employees who served in similar and related positions.

27 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
28 and failed to record accurate time worked by these Employees, failed to pay them at the

1 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
2 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that
3 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
4 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain
5 under Defendants' control and were not provided with the opportunity to take full uninterrupted,
6 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the
7 applicable paragraphs of the IWC Wage Orders.

8 4. Defendant HOSPITAL OF BARSTOW, INC. ("HOSPITAL OF BARSTOW") is
9 a Delaware corporation which lists its principal address with the California Secretary of State in
10 Brentwood, Tennessee. It lists its type of business as "Medical and Surgical Services." Defendant
11 HOSPITAL OF BARSTOW is listed as the employer on the wage statements issued to Plaintiff by
12 Defendants, and upon information and belief to other Class members, but with a different address
13 in Barstow, San Bernardino County, California. Upon information and belief, HOSPITAL OF
14 BARSTOW operates various facilities where their California Employees are based out of,
15 including the Barstow, California facilities where Plaintiff worked.

16 5. Defendant BARSTOW COMMUNITY HOSPITAL AUXILIARY ("BARSTOW
17 AUXILIARY") is a California corporation which lists its principal address with the California
18 Secretary of State at the same address set forth on Plaintiff's wage statement in Barstow, San
19 Bernardino County, California. Upon information and belief, BARSTOW AUXILIARY operates
20 various facilities where their California Employees are based out of, including the facilities where
21 Plaintiff were based. On information and belief, Defendants maintain operations and locations
22 throughout San Bernardino County and California.

23 6. Defendant BARSTOW COMMUNITY HOSPITAL ("BARSTOW COMMUNITY
24 HOSPITAL") is a business of unknown form. Defendant, BARSTOW COMMUNITY
25 HOSPITAL is listed as an employer on Plaintiff's wage statement. Upon information and belief,
26 BARSTOW COMMUNITY HOSPITAL operates various facilities where their California
27 Employees are based out of, including the facilities where Plaintiff were based. On information
28 and belief, Defendants maintain operations and locations throughout San Bernardino County and

1 California. BARSTOW COMMUNITY HOSPITAL's website states that it is located at 820 East
2 Mountain View Street, Barstow, California, the same address that is set forth on the Plaintiff's
3 wage statement.

4 7. Defendant QUORUM HEALTH CORPORATION ("QUORUM") is a business of
5 unknown form. Defendant, QUORUM is listed as an "organization" on Plaintiff's wage statement.
6 Upon information and belief, QUORUM operates various facilities where their California
7 Employees are based out of, including the facilities where Plaintiff were based. On information
8 and belief, Defendants maintain operations and locations throughout San Bernardino County and
9 California. QUORUM's website states that Defendant BARSTOW COMMUNITY HOSPITAL is
10 one of QUORUM's locations.

11 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
12 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
13 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
14 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
15 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
16 obligations and liabilities giving rise to this lawsuit occurred, at least in part in San Bernardino
17 County, where Defendants are headquartered.

18 9. The true names and capacities, whether individual, corporate, associate, or
19 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
20 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
21 Civil Procedure § 474. Plaintiff is informed and believe and thereon allege that Defendants
22 designated herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some
23 manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this
24 Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1
25 through 50 when their identities become known.

26 10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
27 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
28 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of

1 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
2 all respects as the employers or joint employers of Employees. Defendants, and each of them,
3 exercised control over the wages, hours or working conditions of Employees, created and
4 implemented the policies and practices that governed the employment of Plaintiff and the Class
5 members and dictated their job duties and responsibilities, or otherwise suffered or permitted
6 Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common
7 law employment relationship, with the Employee Class members. Therefore, Defendants, and each
8 of them, employed or jointly employed the Employee Class members.

9 **FACTUAL BACKGROUND**

10 11. The Employees who comprise the Class, including Plaintiff, are non-exempt
11 employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare
12 Commission ("IWC"). During the period of four years prior to the filing of this action through its
13 resolution, Plaintiff and the Class members were either not paid by Defendants for all hours
14 worked or were not paid at the appropriate minimum, regular and overtime rates, including for
15 meal period and rest break premium payments. Plaintiff also contend that Defendants failed to pay
16 Plaintiff and the Class members all wages due and owing, including by miscalculating wages
17 owed and by requiring off the clock work, failed to provide meal and rest breaks, and failed to
18 furnish accurate wage statements and timely pay all wages owed, all in violation of various
19 provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

20 12. During the course of Plaintiff's and the Class members' employment with
21 Defendants, they were not paid all wages they were owed, including for all work performed
22 (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the
23 correct rates. This has resulted in systematic and ongoing violations of the California Labor Code
24 and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-
25 exempt, hourly employees as registered nurses, recreation aids, food service aids, restorative
26 nursing assistants, certified nursing assistants, and in similar and related positions in connection
27 with providing healthcare related services to Defendants' customers and patients throughout
28 Defendants' facilities in California.

1 13. Plaintiff was employed by Defendant as registered nurse with duties that included
2 providing acute patient care in the medical, surgery, and telemetry departments; providing
3 assessments and cardiac monitoring of patients; and distributing medications to patients. Plaintiff
4 generally scheduled to work an alternative workweek. Plaintiff generally worked at least 36 hours
5 per week, three to four shifts per week. Plaintiff's scheduled hours were generally from 7:00 p.m.
6 to 7:30 a.m. Plaintiff was generally scheduled to work for twelve hours, but on several occasions,
7 Plaintiff was also required to work longer shifts. Plaintiff was required by Defendants to endure
8 substantial off-the-clock work before and after her scheduled shift hours, and was not paid for all
9 her hours worked at the correct overtime rates, especially during shifts under a three-day
10 alternative workweek schedule.

11 14. Defendants may attempt to assert they were authorized to require Plaintiffs and the
12 Class members to work three days per week for twelve- hour days under an alleged alternative
13 work week schedule. To whatever extent there were lawful alternative workweeks worked by
14 Employees in the Class under such schedules, overtime rates still must be paid for all hours
15 worked over ten on a shift and Defendants failed to do so or to pay double time rates for hours
16 over twelve in a shift where appropriate. However, upon information and belief, the Alternative
17 Workweek Schedule ("AWS") that is set forth in the CADIR's AWS election database. It is
18 unclear for how many days and which type of employees are subjected to Defendants' AWS
19 schedule. Defendants have neither conducted the required elections nor reported them to the
20 Department of Industrial Relations as required under Labor Code § 511 and the applicable IWC
21 Wage Orders given there are no listed elections in the Alternative Workweek Elections Database.
22 Therefore, on every shift Plaintiffs and the Class members worked, both their regular hours
23 worked and off the clock hours worked combined to well over eight hours in a day and/or 40
24 hours in a workweek. Given that Defendants failed to conduct required alternative workweek
25 elections but yet still failed to pay overtime rates for all hours worked over eight in a given shift
26 or double time for hours over twelve under unlawful alleged alternative workweek schedules,
27 Plaintiffs and the Class members have been required to endure systematic and ongoing failure to
28 pay regular and overtime wages violations at Defendants' hands.

1 15. Despite their obligation to maintain accurate timekeeping records for hours worked
2 by the Class members, Defendants maintained improper time record-keeping systems across their
3 California facilities and locations. In fact, for all of Plaintiff's employment, Defendants paid
4 Employees by their scheduled hours, or Defendants' desired number of hours rather than their
5 actual hours worked. Defendants utilized a timekeeping system whereby employees clocked in on
6 a KRONOS time keeping device near the facility elevators. There was one timeclock on each
7 floor of the location where the Plaintiff worked. Defendants did not permit Plaintiff and Class
8 Members to clock in early than 5 minutes before their scheduled shift time. But for employees to
9 access time keeping devices, they were required to pass patient rooms where patient IV alarms
10 were sounding, patients demanding assistance, and other patient needs were required. This
11 required Plaintiff and Class members to assist these patients, who were being ignored due to
12 understaffing, before they clocked in, incurring 10-15 minutes of unpaid off-the-clock work.

13 16. Moreover, Plaintiff and Class Members Employees were also required to record a
14 thirty-minute meal period by clocking out on the KRONOS device at the start and end time of the
15 meal period.

16 17. Defendants followed a similar unlawful practice, upon information and belief, in
17 connection with other Employees in a concerted effort to limit and restrict regular and overtime
18 hours earned by and owing to Plaintiff and the other Class members. Time worked off the clock
19 also caused Plaintiff and other Class members to work beyond eight hours in a shift. As a result
20 of the above-described rounding and other off the clock work, Defendants failed to pay Plaintiff
21 and Class members overtime for several minutes to hours at the end of work shifts which
22 Defendants did not record in any timekeeping or payroll records.

23 18. Plaintiff were therefore not paid for all her hours worked at the required minimum,
24 overtime and double time wage rates due to Defendants' policy and practice of requiring them to
25 work off the clock and without pay. With work shifts generally scheduled for eight hours or
26 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past
27 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times
28 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by

1 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
2 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
3 information and belief, the Class members were bound by similar scheduling and work policies
4 which Defendants required them to follow and endured similar violations at Defendants' hands as
5 Plaintiff.

6 19. Defendants have either failed to maintain timekeeping records for Plaintiff that
7 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants
8 required and the actual hours Plaintiff worked or have otherwise declined to produce them to
9 Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked,
10 Defendants have committed knowing and intentional ongoing violations of the record keeping
11 requirements under the Labor Code §§ 226 and 1174.

12 20. As a result of the above-described unlawful requirements to work off the clock,
13 the failure to accurately record all hours worked and unlawful rounding, and the other wage
14 violations they endured at Defendants' hands, Plaintiff and the Class members were not properly
15 paid all wages earned and all wages owed to them by Defendants, including when working more
16 than eight hours in any given day and/or more than forty hours in any given week. As a result of
17 Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime hours
18 worked for which they were not adequately and completely compensated, in addition to the hours
19 they were required to work off the clock at their regular rates.

20 21. The failure to pay for all hours worked and underpayment of wages to Plaintiff
21 and the Class members is and has been a direct consequence of Defendants' unlawful
22 compensation policies and practices, which upon information and belief applied uniformly to the
23 Class members working at Defendants' locations and facilities. As a result of the above-described
24 unlawful requirements to work off the clock and regular rate miscalculation, the failure to
25 accurately record all hours worked and pay wages at the correct rates, and the other wage
26 violations they endured at Defendants' hands, Plaintiff and the Class members were not properly
27 paid all wages earned and all wages owed to them by Defendants, including when working more
28 than eight hours in any given day and/or more than forty hours in any given week.

1 22. Therefore, from at least four years prior to the filing of this lawsuit and continuing
2 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
3 hours worked and failing to pay minimum wages for all time worked, as required by California
4 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
5 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
6 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
7 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
8 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

9 23. These failures cannot be avoided by Defendants' reliance on any alleged alternative
10 workweek schedules. To the extent Defendants paid Plaintiff and the Class members bonuses,
11 shift differentials, sick pay, vacation pay, and other forms of remuneration above and beyond their
12 hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any
13 overtime they paid during these pay periods by failing to include all forms of remuneration in the
14 regular rate used to calculate and pay overtime.

15 24. Defendants also failed to provide Plaintiff and the Class members with their
16 required meal periods, and the at least two ten-minute rest breaks required for scheduled shifts of
17 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
18 provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code
19 and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
20 authorize and permit Plaintiff and the employee Class Members to take all required 10-minute
21 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

22 25. Moreover, Defendant's company policy forbid employees to leave Defendant's
23 facility or to visit other departments during rest periods; therefore asserting control over
24 employees during their rest periods.

25 26. More specifically, Plaintiff worked shifts that entitled her to at least one meal
26 period, but Defendants' required Plaintiff and the Class members to prioritize work over taking
27 proper meal periods. In fact, Defendants made no effort to even schedule or otherwise account for
28 time for Plaintiff and the Class members to use for duty-free, net thirty minute meal periods. To

1 the extent Defendants required Plaintiff to work over ten hours on a work shift, Defendants also
2 failed to provide second meal periods and Defendants have produced no evidence of premium
3 payments for meal period violations under Labor Code 226.7. To the extent Defendants have paid
4 any such premiums, upon information and belief they failed to include all forms of remuneration,
5 including bonuses, wage differentials, sick pay, vacation pay, and prevailing rates, in the regular
6 rate at which Defendants paid the premium. Plaintiff have no recollection of agreeing to waive any
7 of her meal periods.

8 27. Defendants thus failed to provide all the legally required unpaid, off-duty meal
9 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
10 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
11 members were required to perform work as ordered by Defendants for more than five hours during
12 a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants
13 followed a practice of requiring off the clock work and rounding and time shaving in a manner
14 that would impact when Employees were to receive meal periods and rest breaks and required
15 them to respond to work calls and inquiries and other demands during breaks, thus leading to
16 further violations.

17 28. Upon information and belief, Defendants' systems did not automatically generate a
18 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
19 into a work shift or in the event the time punch records reflected a meal period of less than thirty
20 minutes. However, upon information and belief, in the event Defendants did pay any meal period
21 premiums, they did so at the employee's customary regular rate of hourly compensation without
22 including all forms of remuneration in that hourly rate calculation, for example by omitting
23 bonuses, wage differentials, sick pay, vacation pay, and prevailing wages and the like from the
24 rate at which meal premiums were paid.

25 29. As a result, Defendants' failure to provide Plaintiff and the Class members with all
26 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
27 periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at
28 least four years prior to the filing of this action and through to the present, Plaintiff and the Class

1 members were unable to take off-duty breaks or were otherwise not provided with the opportunity
2 to take required breaks as required under the Labor Code and Wage Orders due to Defendants'
3 policies and practices. On the occasions when Plaintiff and the Class members were provided with
4 a meal period, it was often untimely or interrupted, or was impermissibly shortened, and
5 Employees were not provided with one hour's wages in lieu thereof. Meal period violations thus
6 occurred in one or more of the following manners:

- 7 (a) Class members were not provided full thirty-minute duty free meal periods
8 for work days in excess of five hours and were not compensated one hour's
9 wages in lieu thereof, all in violation of, among others, Labor Code §§
10 226.7, 512, and the applicable Industrial Welfare Commission Wage
11 Order(s);
- 12 (b) Class members were not provided second full thirty-minute duty free meal
13 periods for work days in excess of ten hours;
- 14 (c) Class members were required to work through at least part of their daily
15 meal period(s);
- 16 (d) Meal periods were provided after five hours of continuous work during a
17 shift; and
- 18 (e) Class members were restricted in their ability to take a full thirty-minute
19 meal period and were not permitted to leave their work premises during
20 meal periods and were otherwise required to remain under Defendants'
21 control during meal periods.

22 30. Similar violations resulted from Defendants' failure to authorize and permit
23 Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours
24 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members
25 were either not authorized permitted the opportunity to take a rest break, or were required to
26 remain under Defendants' control and respond to instructions from management and job and
27 customer demands if and when they even attempted to take one. Upon information and belief,
28 Defendants also failed to authorize and permit Employees to leave the facilities during rest

1 breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class members
2 to remain under their control during required off-duty rest break times.

3 31. Plaintiff and Class Members were required to be on "on-call or standby" for one
4 weekend per month. According to Defendants' policies, Plaintiff and Class Members were paid
5 \$5 per hour while they were on call from 6:00 p.m. on a Friday until 9:00 A.M. on the following
6 Sunday. If the Defendants did call an employee to work during this "on-call" time, Plaintiff and
7 Class Members were required to report to Defendant's facility within one hour of being called.
8 During this time Plaintiff and Class Members were under the control of Defendants and not paid
9 at their regular rate, and in fact, were unlawfully paid less than minimum wage – at the rate of \$5
10 per hour.

11 32. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
12 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
13 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free,
14 net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees
15 during the relevant period, meaning Defendants' rest break policy was not to schedule or
16 otherwise authorize and permit them. Plaintiff and the Class members worked eight to twelve
17 hours on an average shift, and were required to receive at least two rest breaks or three rest breaks
18 on shifts over ten hours. Given the work demands, and pressure from Defendants' management,
19 Plaintiff and the Class members were compelled to not take rest breaks despite working extended
20 shifts. Defendants have produced no evidence of any payments for rest break violations under
21 Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information
22 and belief they failed to include all forms of remuneration, including bonuses, wage differentials,
23 sick pay, vacation pay, holiday pay prevailing wages and the like in the regular rate at which
24 Defendants paid the premium.

25 33. Defendants' uniformly applied policies and practices thus resulted in untimely and
26 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
27 members worked shifts of at least eight hours, which required at least two rest breaks, and often
28 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions

1 when Defendants authorized and permitted Plaintiff to take a first rest break, they were not
2 permitted to take a second or a third break, and those that were provided were often late and
3 generally interrupted by job duties and requirements.

4 34. During rest periods, employers must relieve employees of all duties and relinquish
5 control over how employees spend their time. Plaintiff and the Class members were and are under
6 Defendants' control when they are working through rest breaks and remaining under Defendants'
7 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
8 breaks to Plaintiff and the Class members. Plaintiff and the Employees in the Class were thus not
9 authorized and permitted to take lawful rest periods, were systematically required by Defendants
10 to work through or during breaks, and were not provided with one hour's wages in lieu thereof.
11 They were required to remain on-duty during breaks or portions of their breaks, thus making
12 them either untimely or shortened and on-duty, and they were also prevented from leaving the
13 facility and otherwise remain under Defendants' control during rest breaks under Defendants'
14 uniformly applied policies and practices. Rest period violations therefore arose in one or more of
15 the following manners:

- 16 (a) Class members were required to work without being provided a minimum
17 ten minute rest period for every four hours or major fraction thereof worked
18 and were not compensated one hour of pay at their regular rate of
19 compensation for each workday that a rest period was not provided, and to
20 the extent Defendants paid any premiums, they failed to include all forms of
21 remuneration in the regular rate used to calculate and pay them.
- 22 (b) Class members were not authorized and permitted to take timely rest periods
23 for every four hours worked, or major fraction thereof;
- 24 (c) Class members were required to remain on duty and under Defendants'
25 control during rest periods or otherwise had their rest periods interrupted by
26 work demands.

27 35. Defendants also violated California Labor Code § 246 by not providing all
28 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246

1 provides that an Employee who “works in California for the same employer for 30 or more days
2 within a year from the commencement of employment is entitled to paid sick days as specified in
3 this section.” Paid sick time for nonexempt employees shall be calculated in the same manner as
4 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
5 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
6 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
7 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
8 leave to the Class members during the relevant time period, including by failing to provide two
9 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under
10 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
11 enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully
12 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
13 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate
14 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”
15 Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with
16 all their required and earned sick days and all their COVID-19 supplemental sick leave in
17 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and
18 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and
19 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

20 36. Defendants also maintained policies that provide for the unlawful forfeiture of
21 vested vacation pay in violation of Labor Code § 227.3. Under California law, vacation wages are
22 considered a form of wages. Vested vacation pay and other similar forms of paid time off earned
23 based on labor performed are considered wages that cannot be subject to forfeiture without
24 compensation for forfeited days at the applicable rates required by law. Plaintiff and the Class
25 members are entitled to vacation accrued during their employment with Defendants, and upon
26 information and belief, upon termination, Plaintiffs and the Class members were not paid out all
27 accrued vacation pay.

28 37. Upon information and belief, Defendants also failed to provide Employees such as

1 Plaintiff at the time of their employment and thereafter with written notice complying with all the
2 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
3 shall provide to each employee a written notice, in the language the employer normally uses to
4 communicate employment-related information to the employee, containing” specific required
5 information. Upon information and belief, Defendants failed to provide this information to the
6 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
7 provide Plaintiff and the aggrieved employee Class members certain specific information upon
8 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
9 any such information when they were hired, or have failed to produce it, and upon information
10 and belief Defendants committed similar violations in connection with similarly situated and
11 aggrieved Class members.

12 38. As a result of these illegal policies and practices, Defendants also engaged in and
13 enforced the following additional unlawful practices and policies against Plaintiff and the Class
14 members they seek to represent:

- 15 (a) failing to pay all wages owed to Class members who either were discharged,
16 laid off, or resigned in accordance with the requirements of Labor Code §§
17 201, 202, 203;
- 18 (b) failing to pay all wages owed to the Class members twice monthly in
19 accordance with the requirements of Labor Code § 204;
- 20 (c) failing to pay Class members all wages owed, including all meal and rest
21 period premium wages, and failing to pay them at the regular rate of
22 compensation;
- 23 (d) failing to maintain accurate records of Class members’ hours worked and
24 earned wages and meal periods in violation of Labor Code §§ 226 and
25 1174(d) and section 7 of the applicable IWC Wage Orders; and
- 26 (e) failing to produce timekeeping records in response to Plaintiff’ timely and
27 lawful request to receive them under these authorities.

28 39. Defendants have also consistently failed to provide Class members with timely,

1 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
2 including by the above-described requirement of off the clock work, failure to pay all overtime
3 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
4 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
5 miscalculating any overtime or meal period or rest break premium wages and by the systematic
6 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
7 difficult to account with precision for the unlawfully withheld wages and meal and rest period
8 compensation owed to Plaintiff and the Class, during the liability period, including because they
9 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
10 and because they did not implement and preserve a record-keeping method as required for non-
11 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
12 California Wage Orders. Upon information and belief, time clock punches were not maintained or
13 were not accurately maintained for work shifts and meal periods. Defendants also failed to
14 accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff
15 and the Class members, including by failing to pay all overtime hours at the correctly calculated
16 overtime premium rate.

17 40. Defendants also provided Plaintiff and the Class members with wage statements
18 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
19 For the same reasons as explained above, Plaintiff and the Class members were provided with
20 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
21 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants
22 miscalculated meal and rest break premiums, and sick time if and when they did pay them.
23 Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants
24 were aware that Plaintiff and the Class members worked more total hours than were reflected on
25 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.
26 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
27 the actual hours they worked in total during a pay period and the rates they were paid for those
28 hours worked.

1 41. Defendants have thus also failed to comply with Labor Code § 226(a) by
2 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
3 members, along with the appropriate applicable rates, among others requirements. Plaintiff and
4 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
5 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
6 applicable California IWC Wage Orders by failing to maintain time records showing when the
7 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
8 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
9 payment of wages and accurately reporting total hours worked.

10 42. Defendants also required Plaintiff and the Class members to work hours off the
11 clock for which they were not compensated. They were required to endure off the clock work
12 addressed above, including during interrupted or otherwise on-duty meal and rest periods and were
13 not provided with sick pay and supplemental sick leave and were subjected to systematic off the
14 clock work. Defendants also failed to pay all overtime premium wages owed for work conducted
15 on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
16 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
17 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
18 two hours of their resignation, as required by California law, including Labor Code § 203.

19 43. Additionally, from at least four years prior to the filing of this lawsuit and
20 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
21 incur necessary business expenses in the course of performing their required job duties without
22 reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to
23 calls from management and taking medical pictures for doctors and texting doctors personal
24 medical equipment such as stethoscopes, blood pressure monitors, thermometers, uniforms, and
25 uniform maintenance costs. Class members must be reimbursed for these necessary business
26 expenses under Labor Code § 2802, and Defendants systematically failed to do so.

27 44. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
28 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.4, 226.7,

227.3, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2698 *et. seq.*, 2802, 2810.5, and California Code of Regulations, Title 8, section 11000 *et seq.*

45. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

46. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” This includes recreation therapists, food service aids, restorative nursing assistants, certified nursing assistants, and those in similar and related positions in connection with providing healthcare related services to Defendants’ customers and patients throughout California. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take

uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Sick-Pay Class: All Class members who, within the applicable limitations period, worked for more than 30 days for Defendants and were not paid for at least one hour of sick time for every 30 hours of work thereafter, or at least 3 days of sick time for every 12-month period.

f. Subclass 6. Vacation Forfeiture Subclass. All Class members who, within the applicable limitations period, were subjected by Defendants to an unlawful forfeiture of vested vacation pay.

g. Subclass 7. On-Call Subclass: All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week while they were on-call.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

j. Subclass 10. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

k. Subclass 11. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

l. Subclass 12. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a

1 result of Defendants' business acts and practices, to the extent such acts and practices are found to
2 be unlawful, deceptive, and/or unfair.

3 47. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
4 modify the class description with greater particularity or to provide further division into subclasses
5 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
6 against Defendants, the Class Period should be adjusted accordingly.

7 48. Defendants, as a matter of company policy, practice and procedure, and in violation
8 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
9 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
10 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
11 worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the
12 benefit of this work, required Employees to perform this work and permitted or suffered to permit
13 this work. Defendants have uniformly denied these Class members wages to which these
14 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
15 order to unfairly cheat the competition and unlawfully profit.

16 49. This action has been brought and may properly be maintained as a class action
17 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
18 of interest in this litigation and the proposed Class is easily ascertainable from the employment
19 records for Plaintiff and the Class members that Defendants are required to maintain under
20 California law.

21 **A. Numerosity**

22 50. The potential members of the Class as defined are so numerous that joinder of all
23 the Class members is impracticable. While the precise number of Class member has not been
24 determined at this time, Plaintiff is informed and believe that Defendants employ or, during the
25 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
26 Class definition within the State of California. Plaintiff alleges that Defendants' employment
27 records will provide information as to the number and location of all Class members.

28 //

B. Commonality

51. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks, or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- g. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- h. Whether Defendants' conduct was willful;
- i. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- j. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or

overtime;

- k. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- l. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- m. Whether Defendants violated California Labor Code § 227.3 by not providing employees with all vacation wages;
- n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- o. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- p. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- q. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- r. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and
- s. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

52. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff' claims for the off the clock work and meal and rest violations they were required to endure are typical of those of the other Class members.

D. Adequacy of Representation

53. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are

1 experienced and competent in litigating employment class actions.

2 **E. Superiority of Class Action**

3 54. A class action is superior to other available means for the fair and efficient
4 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
5 questions of law and fact common to all Employees predominate over any questions affecting only
6 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
7 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

8 55. As to the issues raised in this case, a class action is superior to all other methods for
9 the fair and efficient adjudication of this controversy, as joinder of all Class members is
10 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
11 members. Further, as the economic or other loss suffered by vast numbers of Class members may
12 be relatively small, the expense and burden of individual actions makes it difficult for the Class
13 members to individually redress the wrongs they have suffered. Moreover, in the event
14 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
15 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
16 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
17 to vindicate their rights for violations they endured which they would otherwise be foreclosed
18 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

19 56. Class action treatment will allow those persons similarly situated to litigate their
20 claims in the manner that is most efficient and economical for the parties and the judicial system.
21 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
22 Plaintiff contemplate the eventual issuance of notice to the proposed Class members that would set
23 forth the subject and nature of the instant action. The Defendants' own business records can be
24 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
25 that any further notice is required additional media and/or mailings can be used.

26 57. Defendants, as prospective and actual employers of the Employees in the Class,
27 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
28 Defendants' pay practices, policies and working conditions imposed upon the similarly situated

1 Employees as well as the effect of any alleged arbitration agreements that may have been forced
2 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
3 and policies, most notably intentionally refusing to pay for all hours actually worked which should
4 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
5 agreements and policies and practices on the Employees and Class as a whole.

6 58. Plaintiff and the Employees in the Class did not discover the fact that they were
7 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
8 any discussion about Plaintiff' and the Class members' waiver of their Constitutional rights of trial
9 by jury, to collectively organize and oppose unlawful pay practices under California law as well as
10 obtain injunctive relief preventing such practices from continuing. As a result, the applicable
11 statutes of limitation tolled until such time as Plaintiff and the Class members discovered their
12 claims.

13 **FIRST CAUSE OF ACTION**
14 **FAILURE TO PAY MINIMUM WAGES**
15 **(Against All Defendants)**

16 59. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
17 full herein.

18 60. Defendants failed to pay Employees minimum wages for all hours worked.
19 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
20 would work hours and not receive wages, including as alleged above in connection with off the
21 clock work, including all the time required to remain on duty and under Defendants' control
22 during breaks and due to the work demands placed upon them by Defendants' management and
23 by paying what should have been overtime hours as regular hours, including by following
24 unlawful alternative workweek schedules. Defendants' uniformly applied policies required
25 systematic off the clock work and underpayment of all wages owed to Employees over a period
26 of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly
27 failed to pay minimum wages to Plaintiff and the Class members, including by requiring
28 systematic off the clock work. To the extent any local wage ordinances were also applicable to

1 paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply
2 with the local wage ordinances. To the extent any prevailing rates and fringe benefits were also
3 applicable to paying the employees an hourly rate above the minimum wage rate, Defendants
4 failed to comply with the prevailing rate requirements. Defendants' uniform pattern of unlawful
5 wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a
6 result of implementing a uniform policy and practice that denied accurate compensation to
7 Plaintiff and the other members of the Class as to minimum wage pay.

8 61. In California, employees must be paid at least the applicable state minimum wage
9 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
10 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
11 California Labor Code § 204, other applicable laws and regulations, and public policy, an
12 employer must timely pay its employees for all hours worked. Defendants failed to do so.

13 62. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
14 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
15 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
16 applicable minimum wage rate fixed by the commission for work during the relevant period is
17 found in the Wage Orders.

18 63. The minimum wage provisions of California Labor Code are enforceable by private
19 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
20 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
21 overtime compensation applicable to the employee is entitled to recover in a civil action the
22 unpaid balance of the full amount of this minimum wage or overtime compensation, including
23 interest thereon, reasonable attorney's fees and costs of suit."

24 64. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
25 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
26 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
27 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
28

1 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
2 the absence of a contractually agreed upon one.

3 65. In committing these violations of the California Labor Code, Defendants
4 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
5 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
6 time worked by Plaintiff and other members of the Class, including by requiring off the clock
7 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
8 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
9 Welfare Commission requirements and other applicable laws and regulations. As a result of these
10 violations, Defendants also failed to timely pay all wages earned in accordance with California
11 Labor Code § 1194.

12 66. California Labor Code § 1194.2 also provides for the following remedies: “In any
13 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
14 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
15 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

16 67. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
17 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
18 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
19 pay each employee minimum wages.

20 68. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
21 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
22 interest thereon.

23 69. Defendants have the ability to pay minimum wages for all time worked and have
24 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
25 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

26 70. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
27 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
28 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s

1 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
2 members of the Class further request recovery of all unpaid wages, according to proof, interest,
3 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
4 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
5 wage compensation is determined to be owed to the Class members who have terminated their
6 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
7 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
8 which penalties are sought herein on behalf of these Class members. Defendants' failure to timely
9 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
10 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
11 alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class
12 members are entitled to seek and recover statutory costs.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

15 **(Against All Defendants)**

16 71. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
17 full herein.

18 72. California Labor Code § 1194 provides that "any employee receiving less than the
19 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
20 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
21 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
22 may be maintained directly against the employer in an employee's name without first filing a
23 claim with the Division of Labor Standards and Enforcement.

24 73. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
25 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
26 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
27 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
28 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any

one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. To the extent Defendants failed to pay overtime and double time wages as required under Labor Code § 511 and in connection with unlawful alternative workweek schedules that were neither the result of required elections nor recorded with the Department of Industrial Relations, Defendants committed ongoing and systematic violations by failing to pay for all hours worked and failing to pay them at the required regular and overtime rates under the Labor Code.

74. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above, by unlawful deductions, by under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants have also failed to include all forms of remuneration in the regular rate of pay used to calculate and pay overtime, and failed to begin paying overtime when it was incurred due to the off the clock work, as detailed above.

75. Defendants thus had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff, or required Plaintiff and the Class members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the Class members all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods or remain under Defendants' control when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties and respond to demands from customers and managers.

76. Therefore, Employees were not properly compensated, nor were they paid overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.

1 Based on information and belief, Defendants did not make available to Employees a reasonable
2 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
3 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
4 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
5 Class members to work through meal periods when they were required to be clocked out or to
6 otherwise work off the clock to complete their daily job duties.

7 77. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
8 regular wages owed and overtime compensation for all hours worked, as required by California
9 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
10 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
11 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

12 78. Additionally, Labor Code § 558(a) provides "any employer or other person acting
13 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
14 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
15 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
16 pay period for which the employee was underpaid in addition to an amount sufficient to recover
17 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee was underpaid in addition to an
19 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
20 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
21 this section are in addition to any other civil or criminal penalty provided by law." Defendants
22 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
23 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
24 Code § 558.

25 79. Defendants' failure to pay compensation in a timely fashion also constituted a
26 violation of California Labor Code § 204, which requires that all wages shall be paid
27 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
28 violation of that provision of the California Labor Code, Defendants have failed to pay all wages

1 and overtime compensation earned by Employees. Each such failure to make a timely payment of
2 compensation to Employees constitutes a separate violation of California Labor Code § 204.

3 80. Employees have been damaged by these violations of California Labor Code §§
4 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
5 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
6 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
7 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
8 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
9 any order or ruling of the commission.”

10 81. Consequently, pursuant to the California Labor Code, including Labor Code §§
11 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
12 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
13 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
14 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
15 against Defendants, and each of them, and any additional sums as provided by the Labor Code
16 and/or other statutes.

17 **THIRD CAUSE OF ACTION**

18 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

19 **(Against All Defendants)**

20 82. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
21 full herein.

22 83. Employees regularly worked shifts greater than five (5) hours and in some
23 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
24 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
25 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
26 for a shift of more than ten (10) hours without providing him or her with a second meal period of
27 not less than thirty (30) minutes.

28 84. Defendants failed to provide Employees with meal periods as required under the

1 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
2 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
3 provided them after Employees worked beyond the fifth hour of their shifts or Employees
4 otherwise had them shortened and interrupted by work demands and requirements to perform off
5 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
6 on the occasions when Employees worked more than ten hours in a given shift, they did so
7 without receiving a second uninterrupted thirty-minute meal period as required by law.

8 85. Defendants thus failed to provide Plaintiff and the Class members with meal
9 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
10 including by not providing them with the opportunity to take meal breaks, by providing them late
11 or for less than thirty minutes, or by requiring them to perform work during breaks.

12 86. Moreover, Defendants failed to compensate Employees for each meal period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
14 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
15 employee a meal period in accordance with this section, the employer shall pay the employee one
16 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
17 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
18 period premiums, they upon information and belief underpaid them by miscalculating the regular
19 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
20 compensate the Employees in the Class for each meal period not provided or inadequately
21 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
22 Wage Order.

23 87. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
24 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
25 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
26 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
27 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
28 other statutes and applicable IWC Wage Order paragraphs.

1 **FOURTH CAUSE OF ACTION**

2 **REST-BREAK PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 88. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 89. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
7 provide that employers must authorize and permit all employees to take rest periods at the rate of
8 ten minutes net rest time per four (4) work hours.

9 90. Employees consistently worked consecutive four hour shifts and were generally
10 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
11 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
12 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
13 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
14 breaks of not less than ten minutes for each consecutive four hour shifts. Defendants made no
15 effort to authorize and permit Plaintiff and the Class members to take lawful rest breaks.
16 Employees were often required to work or to otherwise remain under Defendants' control during
17 rest periods, including by responding to work requirements, being prohibited from leaving the
18 worksites, and had breaks provided untimely as a result of the above described off the clock work.

19 91. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
20 Orders provide that if an employer fails to provide an employee rest period in accordance with this
21 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
22 compensation for each workday that the rest period is not provided. Defendants failed to do so.

23 92. Defendants, and each of them, have therefore intentionally and improperly denied
24 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
25 paragraph 12 of the applicable IWC Wage Orders.

26 93. Defendants failed to authorize and permit Plaintiff and the Class members to take
27 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
28 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed

1 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
2 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants paid any rest break
3 premiums, they upon information and belief, underpaid them by miscalculating the regular rate of
4 compensation by not including all forms of remuneration in it. Defendants thus failed to
5 compensate the Employees in the Class for each rest period not provided or inadequately
6 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
7 Wage Order.

8 94. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
9 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
10 of wages at their effective hourly rates of pay for each day worked without the required rest
11 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
12 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PAY PROPER SICK PAY IN VIOLATION OF LABOR CODE § 246**

15 **(Against All Defendants)**

16 95. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 96. Labor Code Section 246 affords an employee “who works in California for 30 or
19 more days within a year from the commencement of employment [] paid sick days . . . of not less
20 than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid
21 time off by the 120th calendar day of employment or each calendar year, or in each 12-month
22 period.”

23 97. Additionally, Subsection (l) of Labor Code § 246 provides: “For the purposes of
24 this section, an employer shall calculate paid sick leave using any of the following calculations:
25 (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular
26 rate of pay for the workweek in which the employee uses paid sick time, whether or not the
27 employee actually works overtime in that workweek.”

28 98. Defendants had a common policy and practice of systemically failing to pay Plaintiff

1 and Sick Pay Class Members the requisite sick time pay in accordance with California Law.
2 Specifically, Plaintiff and Sick Pay Class Members worked for Defendants for more than 30 days,
3 but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick
4 time for every 12 month period of work. Additionally, the sick pay paid to Plaintiff and Sick Pay
5 Class Members did not account for differential pay as well as performance-based non-discretionary
6 bonuses, which were never factored into the rate upon which sick pay was accrued and paid.

7 99. Therefore, Sick Pay Class Members are owed the unpaid balance of said wages
8 pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6
9 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or
10 penalties pursuant to Labor Code § 558(a).

11 **SIXTH CAUSE OF ACTION**

12 **FAILURE TO PAY VACATION WAGES (LABOR CODE § 227.3)**

13 **(Against All Defendants)**

14 100. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 101. California Labor Code § 227.3 provides: “Unless otherwise provided by a
17 collective-bargaining agreement, whenever a contract of employment or employer policy provides
18 for paid vacations, and an employee is terminated without having taken off his vested vacation
19 time, all vested vacation shall be paid to her as wages at his final rate in accordance with such
20 contract of employment or employer policy respecting eligibility or time served; provided,
21 however, that an employment contract or employer policy shall not provide for forfeiture of vested
22 vacation time upon termination. The Labor Commissioner or a designated representative, in the
23 resolution of any dispute with regard to vested vacation time, shall apply the principles of equity
24 and fairness.”

25 102. At all relevant times during the applicable limitations period, Plaintiff and the Class
26 members accrued vacation time and paid time off during their employment with Defendants. As a
27 result of their reimbursement policies and practices, Plaintiff is informed and believes and thereon
28 alleges that Defendants failed to reimburse them for all accrued vacation and paid time off wages.

103. By reason of the above, Plaintiff and the Class members are entitled to restitution for all unpaid amounts due and owing to within four years of the date of the filing of the Complaint until the date of entry of judgment.

104. Plaintiff, on behalf of herself and the members of the Class, seeks interest thereon pursuant to California Labor Code § 218.6, costs pursuant to California Labor Code § 218.6, and reasonable attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

105. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

106. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

107. Defendants failed to provide Plaintiff and the similarly situated Employee Class members with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendants failed to accurately account for wages, overtime, and premium pay, including for all overtime and double time hours worked and for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

108. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and the Class members, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-

1 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
2 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
3 the employee and only the last four digits of his or her social security number or an employee
4 identification number other than a social security number, (8) the name and address of the legal
5 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
6 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
7 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
8 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
9 members with such timely and accurate wage and hour statements.

10 109. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
11 and intentional failure to provide them with the wage and hour statements as required by law and
12 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
13 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
14 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
15 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
16 wage statement alone one or more of the following: (i) The amount of the gross wages or net
17 wages paid to the employee during the pay period or any of the other information required to be
18 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
19 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
20 wages paid to the employee during the pay period, (iii) The name and address of the employer
21 and, (iv) The name of the employee and only the last four digits of his or her social security
22 number or an employee identification number other than a social security number. For purposes
23 of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an
24 objective standard] would be able to readily ascertain the information without reference to other
25 documents or information.

26 110. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
27 are required "to pay each employee, on the established payday for the period involved, not less
28 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor

Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

111. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the Class suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

112. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award of costs and reasonable attorneys’ fees.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

113. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

114. Labor Code § 204 instructs 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 paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following

1 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
2 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
3 calendar days following the close of the payroll period.” As detailed above, Defendants
4 maintained a consistently applied policy and practice of not paying all wages earned between the
5 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
6 between the 16th and the last day of the month between the 1st and 10th day of the following month.
7 Defendants similarly failed to pay all wages earned by not more than seven calendar days
8 following the close of the payroll period.

9 115. All wages due and owing to Plaintiff and the Class members, including as required
10 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
11 required by Labor Code § 1194 and other sections became due and payable to each employee in
12 each pay period that he or she was not provided with a meal period or rest period or paid straight
13 or overtime wages to which he or she was entitled.

14 116. Defendants violated Labor Code § 204 by systematically refusing to timely pay
15 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
16 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
17 payday for the period involved, not less than the applicable minimum wage for all hours worked in
18 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
19 hours than those fixed by the order or under conditions of labor prohibited by the order is
20 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
21 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
22 penalties under paragraph 20 of the applicable IWC Wage Orders.

23 117. As a result of the unlawful acts of Defendants, Plaintiff and the Class they seek to
24 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
25 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
26 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
27 applicable IWC Wage Orders.

28 //

NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

118. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

119. Plaintiff and numerous Class members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

120. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation.

121. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment.

122. Defendants thus failed to pay Plaintiff and the Class members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

123. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission" or

1 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
2 “violates...any provision of this chapter or any order or ruling of the commission.”

3 124. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
4 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
5 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
6 shall continue until paid for up to thirty (30) days from the date they were due.

7 **TENTH CAUSE OF ACTION**

8 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

9 **(Against All Defendants)**

10 125. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
11 full herein.

12 126. California Labor Code § 1174 requires that all employers shall keep accurate time
13 and wage records for all employees. California Labor Code § 1174.5 further requires that any
14 employee suffering injury due to a willful violation of the aforementioned obligations may seek
15 damages, including civil penalties, from the employer.

16 127. During the course of Plaintiff’s and Employees’ employment, Defendants
17 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
18 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
19 premium pay as discussed above and failing to document and pay for actual hours worked.

20 128. Defendants are also required by the California Labor Code § 1198 and the
21 applicable Wage Order to maintain a tracking system that accurately records the times during
22 which Employees work.

23 129. Defendants have maintained a common unlawful policy and practice of failing to
24 accurately record all hours worked and all meal period start and end times.

25 130. Defendants’ failure to pay wages, as alleged above, was willful in that Defendants
26 knew wages to be due but failed to pay them.

27 131. Accordingly, Defendants are liable for civil penalties pursuant to the California
28 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

ELEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802
(Against All Defendants)

132. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

133. Plaintiff is informed and believes and based thereon allege that throughout the period applicable, Defendants required Plaintiff and the Class members to pay for necessary work related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management, personal medical equipment such as stethoscopes, blood pressure monitors, thermometers, uniforms, and uniform maintenance costs. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

134. Defendants thus followed a uniform policy and practice of failing to reimburse Employees for these necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

135. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiff and the Class members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

136. Therefore, Plaintiff and the Class members are entitled to reimbursement for any and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed by Defendants, as well as accrued interest on those expenses that were not reimbursed from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the

1 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

2 **TWELFTH CAUSE OF ACTION**

3 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

4 **(Against All Defendants)**

5 137. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
6 full herein.

7 138. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
8 bring this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
9 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
10 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
11 the public interest within the meaning of Code of Civil Procedure § 1021.5.

12 139. Plaintiff is a "person" within the meaning of Business & Professions Code
13 § 17204, have suffered injury, and therefore have standing to bring this cause of action for
14 injunctive relief, restitution, and other appropriate equitable relief.

15 140. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
16 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
17 fraudulent in that Defendants' policy and practice failed to provide the required amount of
18 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
19 Class members for all hours worked, due to systematic business practices as alleged herein that
20 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
21 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
22 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
23 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

24 141. Wage-and-hour laws express fundamental public policies. Paying employees their
25 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
26 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
27 vigorously to enforce minimum labor standards, to ensure that employees are not required or
28 permitted to work under substandard and unlawful conditions, and to protect law-abiding

1 employers and their employees from competitors who lower costs to herself by failing to comply
2 with minimum labor standards.

3 142. Defendants have violated statutes and public policies. Through the conduct alleged
4 in this Complaint Defendants have acted contrary to these public policies, have violated specific
5 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
6 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
7 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
8 privileges guaranteed to all employees under the law.

9 143. Defendants' conduct, as alleged above, constitutes unfair competition in violation
10 of the Business & Professions Code § 17200 *et seq.*

11 144. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
12 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
13 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
14 violates the Business & Professions Code § 17200 *et seq.*

15 145. By the conduct alleged herein, Defendants have engaged and continue to engage in
16 a business practice which violates California and federal law, including but not limited to, the
17 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
18 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
19 Court should issue declaratory and other equitable relief pursuant to California Business &
20 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
21 constitute unfair competition, including restitution of wages wrongfully withheld.

22 146. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

24 147. Unless restrained by this Court Defendants will continue to engage in such
25 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
26 should make such orders or judgments, including the appointment of a receiver, as may be
27 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
28 deceptive practice prohibited by the Business & Professions Code, including but not limited to

1 the disgorgement of such profits as may be necessary to restore Employees to the money
2 Defendants have unlawfully failed to pay.

3 **THIRTEENTH CAUSE OF ACTION**
4 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***
5 **(Against All Defendants)**

6 148. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 149. Plaintiff and the Employees in the Class are also aggrieved employees as defined
9 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
10 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
11 period.

12 150. In failing to pay Aggrieved Employees minimum wages and overtime, not
13 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
14 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
15 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
16 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
17 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
18 paragraph 7 of the applicable IWC Wage Orders.

19 151. As such, Employees seek wages and penalties under Labor Code §§ 2698 and
20 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
21 including the penalty provisions, without limitation, based, inter alia, on the following California
22 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
23 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

24 152. More specifically, after complying with the notice procedures of Labor Code §
25 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
26 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-
27 addressed underlying claims and seeking penalties as specified by the applicable corresponding
28 provisions, including as follows:

1 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
2 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
3 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
4 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
5 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
6 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
7 to Labor Code § 2699(g)(1);

8 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
9 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
10 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
11 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
12 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
13 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
14 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
15 pursuant to Labor Code § 2699(g)(1);

16 (c) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For
17 Defendants' failure to provide Employees with all their required and earned sick days and all their
18 COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil
19 and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5,
20 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to
21 Labor Code § 2699(g)(1);

22 (d) Failure to Pay Vacation Pay: For Defendants' failure to provide Employees with
23 their required and earned vacation wages in violation of Labor Code § 227.3;

24 (e) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
25 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
26 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
27 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
28 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),

226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(f) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

(h) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(i) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the

1 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
2 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties
3 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and
4 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
5 pursuant to Labor Code § 2699(g)(1); and

6 (j) All Alleged Violations of the IWC Wage Orders and Other Labor Code
7 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
8 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
9 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
10 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
11 Labor Code § 2699(g)(1).

12 153. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
13 seeks the penalties and remedies set forth in Labor Code § 558, which states:

14 (a) Any employer or other person acting on behalf of an employer who violates, or
15 causes to be violated, a section of this chapter or any provision regulating hours and days of work
16 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
17 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
18 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
19 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
20 each pay period for which the employee was underpaid in addition to an amount sufficient to
21 recover underpaid wages...

22 (b) If upon inspection or investigation the Labor Commissioner determines that a
23 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
24 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
25 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
26 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
27 violation of this chapter shall be the same as those set out in Section 1197.1.

28 (c) The civil penalties provided for in this section are in addition to any other civil or

1 criminal penalty provided by law.

2 154. Plaintiff has exhausted his administrative remedies by submitting a certified letter to
3 the LWDA and Defendants on December 2, 2025 (LWDA-CM-1141539-25) addressing in detail
4 the specific provisions of the Labor Code Defendants have violated and addressing the facts and
5 legal theories to support the alleged violations and requested penalties. The LWDA has not
6 provided notice of its intent to investigate the alleged violations within 65 calendar days of the
7 postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the
8 violations addressed herein and in the PAGA Notice letter and the original Complaint.

9 **RELIEF REQUESTED**

10 WHEREFORE, Plaintiff prays for the following relief:

- 11 1. For an order certifying this action as a class action;
- 12 2. For compensatory damages in the amount of the unpaid minimum wages for work
13 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
14 the filing of this action, as may be proven;
- 15 3. For liquidated damages in the amount equal to the unpaid minimum wage and
16 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 17 4. For compensatory damages in the amount of all unpaid wages, including overtime
18 and double-time pay, as may be proven;
- 19 5. For compensatory damages in the amount of the hourly wage made by Employees
20 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
21 years prior to the filing of this action, as may be proven;
- 22 6. For compensatory damages in the amount of the hourly wage made by Employees
23 for each day requisite rest breaks were not provided or were deficiently provided where no
24 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
25 be proven;
- 26 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 27 8. For restitution and/or damages and penalties for Defendants' failure to pay all
28 wages due twice monthly under Labor Code § 204, as may be proven;

- 1 9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
2 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 3 10. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 4 11. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
- 5 12. For damages and restitution for failure to reimburse all reasonable and necessary
6 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
- 7 13. For restitution for unfair competition pursuant to Business & Professions Code
8 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 9 14. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
- 10 15. For penalties under Labor Code § 558, as may be proven;
- 11 16. For an order enjoining Defendants and their agents, servants, and employees, and
12 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
13 duties adumbrated in this Complaint;
- 14 17. For other wages and penalties under the Labor Code as may be proven;
- 15 18. For all general, special, and incidental damages as may be proven;
- 16 19. For an award of pre-judgment and post-judgment interest;
- 17 20. For an award providing for the payment of the costs of this suit;
- 18 21. For an award of attorneys' fees; and
- 19 22. For such other and further relief as this Court may deem proper and just.

20
21 DATED: February 5, 2026

D.LAW, INC.

22
23 By



Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff SARA DEXTER
and the putative Class

DEMAND FOR JURY TRIAL

Plaintiff hereby demand trial of her claims by jury to the extent authorized by law.

DATED: February 5, 2026

D.LAW, INC.

By



Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff SARA DEXTER
and the putative class

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Diana Ruiz
C T CORPORATION SYSTEM
Agent for Service of Process for Hospital of Barstow, Inc.
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

Barstow Community Hospital
820 E. Mountain View St.
Barstow, CA 92312

Quorum Health Corporation
820 E. Mountain View St.
Barstow, CA 92312

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 5, 2026, at Glendale, California.

Akiko Iwata
Akiko Iwata