

December 2, 2025

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

Hospital of Barstow, Inc.
1573 Mallory Lane, Suite 100
Brentwood, TN 37027
Certified Mail Tracking Number: 9414 8111 0549 5843 7617 95

C T CORPORATION SYSTEM
Agent for Service of Process for Hospital of Barstow, Inc.
330 N. Brand Blvd, Suite 700
Glendale, CA 91203
Certified Mail Tracking Number: 9414 8111 0549 5843 7616 10

Barstow Community Hospital Auxiliary
820 E. Mountain View St.
Barstow, CA 92312
Certified Mail Tracking Number: 9414 8111 0549 5843 7611 08

Deborah D. Bolton
Agent for Service of Process for Barstow Community Hospital Auxiliary
2018 W. Main St.
Barstow, CA 92311
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Barstow Community Hospital
820 E. Mountain View St.
Barstow, CA 92312
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Quorum Health Corporation
820 E. Mountain View St.
Barstow, CA 92312
Certified Mail Tracking Number: 9414 8111 0549 5843 7898 98

**Re: Labor Code § 2698, et seq. Private Attorneys' General Act Claim
PAGA Notice Letter to LWDA
Sara Dexter v. Hospital of Barstow, Inc. et al.
Superior Court for the County of San Bernardino
LWDA Case No.:**



Dear Gentilepersons:

This office represents Plaintiff Sara Dexter (“Plaintiff”) and other similarly aggrieved employees employed as non-exempt, registered nurses, healthcare workers, and in related positions based out of Defendants’ locations in California during the relevant period (collectively “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants 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 (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being filed concurrently in San Bernardino County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff brings this action on behalf of herself and all current and former Employees within the State of California who, at any time four years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees by Defendants 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 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants violated various provisions



of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and California Business & Professions Code, and seeks redress for these violations.

Plaintiff worked as a registered nurse based out of one of Defendants' facilities and locations in San Bernardino, California. He and the other Aggrieved Employees were employed by Defendants as non-exempt, hourly employees at Defendants' locations and facilities in multiple counties throughout the state of California, including in positions related to registered nurses, licensed vocational nurses, recreation therapists, food service aids, restorative nursing assistants, certified nursing assistants and in similar and related in positions in connection with providing healthcare related services to Defendants' customers and patients throughout California. Plaintiff worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the other Employees who served in similar and related positions.

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

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

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



belief, Defendants maintain operations and locations throughout San Bernardino County and California.

Defendant BARSTOW COMMUNITY HOSPITAL (“BARSTOW COMMUNITY HOSPITAL”) is a business of unknown form. Defendant, BARSTOW COMMUNITY HOSPITAL is listed as an employer on Plaintiff’s wage statement. Upon information and belief, BARSTOW COMMUNITY HOSPITAL operates various facilities where their California Employees are based out of, including the facilities where Plaintiff were based. On information and belief, Defendants maintain operations and locations throughout San Bernardino County and California. BARSTOW COMMUNITY HOSPITAL’s website states that it is located at 820 East Mountain View Street, Barstow, California, the same address that is set forth on the Plaintiff’s wage statement.

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

Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

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

Plaintiff was employed by Defendant as registered nurse with duties that included providing



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

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

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

Moreover, Plaintiff and Aggrieved Employees Employees were also required to record a thirty-minute meal period by clocking out on the KRONOS device at the start and end time of the



meal period.

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

Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy and practice of requiring her to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

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

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

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working at Defendants' locations and facilities. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, the failure to compensate employees for time



under Defendants' control and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

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

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

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

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

More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but Defendants' required Plaintiff and the Aggrieved Employees to prioritize work over taking proper meal periods. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net thirty minute meal periods. To the extent Defendants required Plaintiff to work over ten hours on a work shift, Defendants also failed to provide second meal periods and Defendants have produced no evidence of premium payments for meal period violations under Labor Code 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses, wage differentials, sick pay, vacation pay, and prevailing rates, in the regular rate at which Defendants paid the premium. Plaintiff have no



recollection of agreeing to waive any of her meal periods.

Therefore, meal period violations systematically occurred throughout all of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period and meal premium payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants or otherwise remain under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work, in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

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

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof.

Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required meal breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Defendants also failed to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions from management and job and customer



demands if and when they even attempted to take one. Upon information and belief, Defendants also failed to authorize and permit Employees to leave the facilities during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

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

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

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, they were not permitted to take a second or a third break, and those that were provided were often late and generally interrupted by job duties and requirements.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided



with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the facility and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

When the Charge Nurse was not available at Defendant's facilities, Plaintiff was assigned to work as the Charge Nurse, who is paid at a higher rate of pay than the Plaintiff. Wage Statements that show "CHARGE PAY" is not paid at the Charge Nurse rate of pay and instead and Plaintiff's regular rate of pay, thus not paying all wages due and owing to Plaintiff and other Aggrieved Employees that this has happened to.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Paid sick time for nonexempt employees shall be calculated in the same manner as the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty." Plaintiff accordingly seek this relief available 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).

Defendants also failed to pay Plaintiff and the other Aggrieved Employees all vested vacation time at the time of their separation from Defendants' employment, in violation of Labor Code § 227.3. Defendants failed to pay Plaintiff for all earned and unused vacation time at his final rate of pay at the time of Plaintiff's separation from his employment. On information and belief similarly situated Aggrieved Employees are also owed vested vacation time.

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of his employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to



communicate employment-related information to the employee, containing” specifically required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when he was hired, or have failed to produce it, and upon information and belief, Defendants committed similar violations in connection with similarly situated Aggrieved Employees.

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

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

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor



Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

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

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

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

In light of the foregoing, Plaintiff and the Aggrieved Employees bring this action 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, 351, 354, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802, 2810.5, and California Code of Regulations, Title 8, section 11000 *et seq.*



PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

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

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants’ control during breaks and due to the work demands placed upon them by Defendants’ management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the foregoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as alleged herein was willful,



intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

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

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

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants 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's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees 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 when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

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

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199,



2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

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

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

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break



not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Aggrieved Employees. Labor Code § 246 provides that an Employee who “works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days and paid at the correct rates, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave and paid at the correct rates to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”

Plaintiff accordingly seeks this relief available for Defendants' failure to provide Aggrieved 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, 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).

Failure to Pay Vacation Wages in Violation of Labor Code § 227.3

Cal. Labor Code § 227.3 requires that employers who provide employees with vacation time must pay employees for all unused vacation at the time of termination of employment. Defendants violated Cal. Labor Code § 227.3 by failing to pay Plaintiff and Aggrieved Employees the vacation time due and owing to them at the time of termination of their



employment. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 203, 558, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees inaccurately list the name and address of the legal entity that is the employer and failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

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



Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods and by rounding. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

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

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

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and



accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

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

Waiting Time Penalties Pursuant to Labor Code § 203

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

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty."



Plaintiff accordingly seeks this relief available for Defendants' failure to provide Aggrieved 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, 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 by Labor Code § 2699(g)(1).

Failure to Pay Vacation Wages

Defendants violated California Labor Code § 227.3 by not providing and pay for all vacation days to Plaintiff and the Aggrieved Employees. California Labor Code § 227.3 provides: "Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to her as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness."

At all relevant times during the applicable limitations period, Plaintiff and the Aggrieved Employees accrued vacation time and paid time off during their employment with Defendants. As a result of their reimbursement policies and practices,

Plaintiff is informed and believes and thereon alleges that Defendants failed to reimburse them for all accrued vacation and paid time off wages.

By reason of the above, Plaintiff and the Aggrieved Employees 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.

Plaintiff, on behalf of herself and the Aggrieved Employees, 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.

Failure to Provide Information Upon Hiring Pursuant to Labor Code § 2810.5:

Labor Code § 2810.5 provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2810.5, 1198, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management and taking medical pictures for doctors and texting doctors personal medical equipment such as stethoscopes, blood pressure monitors, thermometers, uniforms, and uniform maintenance costs that Plaintiff incurred.

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

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

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

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

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

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, et seq.; including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2,



1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

(c) 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);

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

(e) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(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, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(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); and

(i) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 227.3, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Hospital of Barstow, Inc., Barstow Community Hospital Auxiliary, Barstow Community Hospital, Quorum Health Corporation, and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

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

Regards,
D.LAW, INC.

Roman Shkodnik
r.shkodnik@d.law
Jean Hopkins Power
j.power@d.law

Cc: Hospital of Barstow, Inc., Barstow Community Hospital Auxiliary, Barstow Community Hospital, and Quorum Health Corporation by Certified Mail

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

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.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

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; and
12. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

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
3 the relevant period (collectively, “Employees”; individually, “Employee”), complain of
4 Defendants as 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,
12 a business entity of unknown form; and DOES 1 through 50 (all defendants being
13 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants violated various
14 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
15 (IWC), and 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
19 service aids, restorative nursing assistants, certified nursing assistants, and in similar and related
20 positions in connection with providing healthcare related services to Defendants’ customers and
21 patients throughout California. Plaintiff and the other similarly situated Class members worked
22 at 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
24 employed by Defendants and (1) shared similar job duties and responsibilities (2) were subjected
25 to the same policies and practices (3) and endured similar violations at the hands of Defendants
26 as the other Employees who served in similar and related positions.

27 3. Defendants required Plaintiff and the Employees in the Class to work off the
28 clock 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")
9 is a Delaware corporation which lists its principal address with the California Secretary of State
10 in Brentwood, Tennessee. It lists its type of business as "Medical and Surgical Services."
11 Defendant HOSPITAL OF BARSTOW is listed as the employer on the wage statements issued
12 to Plaintiff by Defendants, and upon information and belief to other Class members, but with a
13 different address in Barstow, San Bernardino County, California. Upon information and belief,
14 HOSPITAL OF BARSTOW operates various facilities where their California Employees are
15 based out of, 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
21 where Plaintiff were based. On information and belief, Defendants maintain operations and
22 locations throughout San Bernardino County and California.

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

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

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

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

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

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

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

FACTUAL BACKGROUND

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

12. During the course of Plaintiff’s and the Class members’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as registered nurses, recreation aids, food service aids, restorative nursing assistants, certified nursing assistants, and in similar and related positions in connection with providing healthcare related services to Defendants’ customers and patients throughout 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
5 hours per week, three to four shifts per week. Plaintiff's scheduled hours were generally from
6 7:00 p.m. to 7:30 a.m. Plaintiff was generally scheduled to work for twelve hours, but on several
7 occasions, Plaintiff was also required to work longer shifts. Plaintiff was required by Defendants
8 to endure substantial off-the-clock work before and after her scheduled shift hours, and was not
9 paid for all her hours worked at the correct overtime rates, especially during shifts under a three-
10 day alternative workweek schedule.

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

1 hands.

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

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

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

25 18. Plaintiff were therefore not paid for all her hours worked at the required
26 minimum, overtime and double time wage rates due to Defendants' policy and practice of
27 requiring them to work off the clock and without pay. With work shifts generally scheduled for
28 eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Class members

1 working past eight hours on a shift, which required that they be paid at the correct overtime rate
2 of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Class
3 members by failing to pay them at the required overtime rates for all hours over eight in a work
4 shift or over forty in a work week, and all hours over twelve in a day at the required double time
5 rate. Upon information and belief, the Class members were bound by similar scheduling and
6 work policies which Defendants required them to follow and endured similar violations at
7 Defendants' hands as Plaintiff.

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

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

23 21. The failure to pay for all hours worked and underpayment of wages to Plaintiff
24 and the Class members is and has been a direct consequence of Defendants' unlawful
25 compensation policies and practices, which upon information and belief applied uniformly to
26 the Class members working at Defendants' locations and facilities. As a result of the above-
27 described unlawful requirements to work off the clock and regular rate miscalculation, the
28 failure to accurately record all hours worked and pay wages at the correct rates, and the other

1 wage violations they endured at Defendants' hands, Plaintiff and the Class members were not
2 properly paid all wages earned and all wages owed to them by Defendants, including when
3 working more than eight hours in any given day and/or more than forty hours in any given
4 week.

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

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

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

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

employees during their rest periods.

26. More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but Defendants' required Plaintiff and the Class members to prioritize work over taking proper meal periods. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free, net thirty minute meal periods. To the extent Defendants required Plaintiff to work over ten hours on a work shift, Defendants also failed to provide second meal periods and Defendants have produced no evidence of premium payments for meal period violations under Labor Code 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses, wage differentials, sick pay, vacation pay, and prevailing rates, in the regular rate at which Defendants paid the premium. Plaintiff have no recollection of agreeing to waive any of her meal periods.

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

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

1 from the rate at which meal premiums were paid.

2 29. As a result, Defendants' failure to provide Plaintiff and the Class members with
3 all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
4 periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for
5 at least four years prior to the filing of this action and through to the present, Plaintiff and the
6 Class members were unable to take off-duty breaks or were otherwise not provided with the
7 opportunity to take required breaks as required under the Labor Code and Wage Orders due to
8 Defendants' policies and practices. On the occasions when Plaintiff and the Class members were
9 provided with a meal period, it was often untimely or interrupted, or was impermissibly
10 shortened, and Employees were not provided with one hour's wages in lieu thereof. Meal period
11 violations thus occurred in one or more of the following manners:

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

27 30. Similar violations resulted from Defendants' failure to authorize and permit
28 Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four

1 hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class
2 members were either not authorized permitted the opportunity to take a rest break, or were
3 required to remain under Defendants' control and respond to instructions from management and
4 job and customer demands if and when they even attempted to take one. Upon information and
5 belief, Defendants also failed to authorize and permit Employees to leave the facilities during
6 rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class
7 members to remain under their control during required off-duty rest break times.

8 31. Plaintiff and Class Members were required to be on "on-call or standby" for one
9 weekend per month. According to Defendants' policies, Plaintiff and Class Members were paid
10 \$5 per hour while they were on call from 6:00 p.m. on a Friday until 9:00 A.M. on the following
11 Sunday. If the Defendants did call an employee to work during this "on-call" time, Plaintiff and
12 Class Members were required to report to Defendant's facility within one hour of being called.
13 During this time Plaintiff and Class Members were under the control of Defendants and not paid
14 at their regular rate, and in fact, were unlawfully paid less than minimum wage – at the rate of
15 \$5 per hour.

16 32. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
17 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to
18 even schedule or otherwise account for time for Plaintiff and the Class members to use for duty-
19 free, net ten minute rest breaks. This common and unlawful policy uniformly applied to the
20 Employees during the relevant period, meaning Defendants' rest break policy was not to
21 schedule or otherwise authorize and permit them. Plaintiff and the Class members worked eight
22 to twelve hours on an average shift, and were required to receive at least two rest breaks or three
23 rest breaks on shifts over ten hours. Given the work demands, and pressure from Defendants'
24 management, Plaintiff and the Class members were compelled to not take rest breaks despite
25 working extended shifts. Defendants have produced no evidence of any payments for rest break
26 violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums,
27 upon information and belief they failed to include all forms of remuneration, including bonuses,
28

1 wage differentials, sick pay, vacation pay, holiday pay prevailing wages and the like in the
2 regular rate at which Defendants paid the premium.

3 33. Defendants' uniformly applied policies and practices thus resulted in untimely
4 and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the
5 Class members worked shifts of at least eight hours, which required at least two rest breaks, and
6 often worked shifts over ten hours, which required at least three rest breaks. Even on the
7 occasions when Defendants authorized and permitted Plaintiff to take a first rest break, they
8 were not permitted to take a second or a third break, and those that were provided were often
9 late and generally interrupted by job duties and requirements.

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

22 (a) Class members were required to work without being provided a minimum
23 ten minute rest period for every four hours or major fraction thereof worked
24 and were not compensated one hour of pay at their regular rate of
25 compensation for each workday that a rest period was not provided, and to
26 the extent Defendants paid any premiums, they failed to include all forms
27 of remuneration in the regular rate used to calculate and pay them.

28 (b) Class members were not authorized and permitted to take timely rest

1 periods for every four hours worked, or major fraction thereof;

2 (c) Class members were required to remain on duty and under Defendants'
3 control during rest periods or otherwise had their rest periods interrupted
4 by work demands.

5 35. Defendants also violated California Labor Code § 246 by not providing all
6 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
7 provides that an Employee who “works in California for the same employer for 30 or more days
8 within a year from the commencement of employment is entitled to paid sick days as specified
9 in this section.” Paid sick time for nonexempt employees shall be calculated in the same manner
10 as the regular pay rate for the workweek in which the employee uses the paid sick time.
11 Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all
12 their required and earned sick days paid at the correct rate of pay, in violation of Labor Code §
13 246. Additionally and upon information and belief, Defendants have failed to provide COVID-
14 19 supplemental sick leave to the Class members during the relevant time period, including by
15 failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the
16 correct rates as required under Labor Code §§ 248.1 and 248.2 and including damages and
17 penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If
18 paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the
19 employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater,
20 but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in
21 the administrative penalty.” Plaintiff accordingly seek this relief available for Defendants’
22 failure to provide Employees with all their required and earned sick days and all their COVID-
23 19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and
24 statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558,
25 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to
26 Labor Code § 2699(g)(1).

27 36. Defendants also maintained policies that provide for the unlawful forfeiture of
28 vested vacation pay in violation of Labor Code § 227.3. Under California law, vacation wages

1 are considered a form of wages. Vested vacation pay and other similar forms of paid time off
2 earned based on labor performed are considered wages that cannot be subject to forfeiture
3 without compensation for forfeited days at the applicable rates required by law. Plaintiff and the
4 Class members are entitled to vacation accrued during their employment with Defendants, and
5 upon information and belief, upon termination, Plaintiffs and the Class members were not paid
6 out all accrued vacation pay.

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

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

- 22 (a) failing to pay all wages owed to Class members who either were
23 discharged, laid off, or resigned in accordance with the requirements of
24 Labor Code §§ 201, 202, 203;
- 25 (b) failing to pay all wages owed to the Class members twice monthly in
26 accordance with the requirements of Labor Code § 204;
- 27 (c) failing to pay Class members all wages owed, including all meal and rest
28 period premium wages, and failing to pay them at the regular rate of

1 compensation;

2 (d) failing to maintain accurate records of Class members' hours worked and
3 earned wages and meal periods in violation of Labor Code §§ 226 and
4 1174(d) and section 7 of the applicable IWC Wage Orders; and

5 (e) failing to produce timekeeping records in response to Plaintiff' timely and
6 lawful request to receive them under these authorities.

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

24 40. Defendants also provided Plaintiff and the Class members with wage statements
25 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
26 For the same reasons as explained above, Plaintiff and the Class members were provided with
27 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
28 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants

1 miscalculated meal and rest break premiums, and sick time if and when they did pay them.
2 Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants
3 were aware that Plaintiff and the Class members worked more total hours than were reflected on
4 the wage statements, including overtime hours, and were underpaid by regular rate
5 miscalculation. Plaintiff and the Employees in the Class were unable to discern from their wage
6 statements alone the actual hours they worked in total during a pay period and the rates they
7 were paid for those hours worked.

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

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

27 43. Additionally, from at least four years prior to the filing of this lawsuit and
28 continuing to the present, Defendants have regularly required Plaintiff and the Class members to

1 incur necessary business expenses in the course of performing their required job duties without
2 reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding
3 to calls from management and taking medical pictures for doctors and texting doctors personal
4 medical equipment such as stethoscopes, blood pressure monitors, thermometers, uniforms, and
5 uniform maintenance costs. Class members must be reimbursed for these necessary business
6 expenses under Labor Code § 2802, and Defendants systematically failed to do so.

7 44. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
8 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.4, 226.7,
9 227.3, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
10 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and California Code of Regulations, Title 8,
11 section 11000 *et seq.*

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

16 **CLASS ALLEGATIONS**

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

27 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
28 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

1 termination.

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

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

9 m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a
10 result of Defendants' business acts and practices, to the extent such acts and practices are found
11 to be unlawful, deceptive, and/or unfair.

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

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

26 49. This action has been brought and may properly be maintained as a class action
27 under the provisions of Code of Civil Procedure § 382 because there is a well-defined
28 community of interest in this litigation and the proposed Class is easily ascertainable from the

employment records for Plaintiff and the Class members that Defendants are required to maintain under California law.

A. Numerosity

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

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.*; and
- r. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

1 **C. Typicality**

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

8 **D. Adequacy of Representation**

9 53. Plaintiff will fairly and adequately represent and protect the interest of the
10 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
11 experienced and competent in litigating employment class actions.

12 **E. Superiority of Class Action**

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

19 55. As to the issues raised in this case, a class action is superior to all other methods
20 for the fair and efficient adjudication of this controversy, as joinder of all Class members is
21 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
22 members. Further, as the economic or other loss suffered by vast numbers of Class members may
23 be relatively small, the expense and burden of individual actions makes it difficult for the Class
24 members to individually redress the wrongs they have suffered. Moreover, in the event
25 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
26 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
27 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
28 to vindicate their rights for violations they endured which they would otherwise be foreclosed

1 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

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

9 57. Defendants, as prospective and actual employers of the Employees in the Class,
10 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
11 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
12 Employees as well as the effect of any alleged arbitration agreements that may have been forced
13 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
14 and policies, most notably intentionally refusing to pay for all hours actually worked which
15 should have been recorded in Defendants' pay records and the consequence of the alleged
16 arbitration agreements and policies and practices on the Employees and Class as a whole.

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

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY MINIMUM WAGES**

26 **(Against All Defendants)**

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

60. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and by paying what should have been overtime hours as regular hours, including by following unlawful alternative workweek schedules. Defendants' uniformly applied policies required systematic off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members, including by requiring systematic off the clock work. To the extent any local wage ordinances were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances. To the extent any prevailing rates and fringe benefits were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the prevailing rate requirements. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

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

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

1 found in the Wage Orders.

2 63. The minimum wage provisions of California Labor Code are enforceable by
3 private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any
4 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage
5 or the legal overtime compensation applicable to the employee is entitled to recover in a civil
6 action the unpaid balance of the full amount of this minimum wage or overtime compensation,
7 including interest thereon, reasonable attorney’s fees and costs of suit.”

8 64. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
9 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
10 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
11 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage
12 for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum
13 rate in the absence of a contractually agreed upon one.

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

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

27 67. In addition to restitution for all unpaid wages, pursuant to California Labor Code
28 § 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial

1 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
2 pay each employee minimum wages.

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

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

9 70. Plaintiff and the Class members are entitled to recover the unpaid minimum
10 wages (including double minimum wages) and local wage ordinance wages and liquidated
11 damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and
12 reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).
13 Plaintiff and the other members of the Class further request recovery of all unpaid wages,
14 according to proof, interest, statutory costs, as well as the assessment of any statutory penalties
15 against Defendants, in a sum as provided by the California Labor Code and/or other applicable
16 statutes. To the extent minimum wage compensation is determined to be owed to the Class
17 members who have terminated their employment, Defendants' conduct also violates Labor Code
18 §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
19 under California Labor Code § 203, which penalties are sought herein on behalf of these Class
20 members. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and
21 resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate
22 wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good
23 faith. Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

24 **SECOND CAUSE OF ACTION**

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

26 **(Against All Defendants)**

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

1 72. California Labor Code § 1194 provides that “any employee receiving less than the
2 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
3 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
4 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The
5 action may be maintained directly against the employer in an employee’s name without first
6 filing a claim with the Division of Labor Standards and Enforcement.

7 73. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
8 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
9 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
10 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
11 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
12 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
13 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
14 work in a workweek. To the extent Defendants failed to pay overtime and double time
15 wages as required under Labor Code § 511 and in connection with unlawful alternative
16 workweek schedules that were neither the result of required elections nor recorded with
17 the Department of Industrial Relations, Defendants committed ongoing and systematic
18 violations by failing to pay for all hours worked and failing to pay them at the required
19 regular and overtime rates under the Labor Code.

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

26 75. Defendants thus had a consistent policy of not paying Employees wages for all
27 hours worked, including hours at their required regular, overtime, and double-time rates.
28 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted

1 and/or modified certain employees' hours, including Plaintiff, or required Plaintiff and the Class
2 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and
3 the Class members all earned and owed straight time and overtime wages and other benefits, in
4 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
5 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
6 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
7 employees to work through meal periods or remain under Defendants' control when they were
8 required to be clocked out or to otherwise work off the clock to complete their daily job duties
9 and respond to demands from customers and managers.

10 76. Therefore, Employees were not properly compensated, nor were they paid
11 overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a
12 given week. Based on information and belief, Defendants did not make available to Employees a
13 reasonable protocol for correcting time records when Employees worked overtime hours or to fix
14 incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's
15 detriment. Defendants have also violated these provisions by requiring Plaintiff and other
16 similarly situated Class members to work through meal periods when they were required to be
17 clocked out or to otherwise work off the clock to complete their daily job duties.

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

24 78. Additionally, Labor Code § 558(a) provides "any employer or other person
25 acting on behalf of an employer who violates, or causes to be violated, a section of this chapter
26 or any provisions regulating hours and days of work in any order of the IWC shall be subject to
27 a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee
28 for each pay period for which the employee was underpaid in addition to an amount sufficient

1 to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
2 each underpaid employee for each pay period for which the employee was underpaid in
3 addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to
4 this section shall be paid to the affected employee.” Labor Code § 558(c) states, “the civil
5 penalties provided for in this section are in addition to any other civil or criminal penalty
6 provided by law.” Defendants have violated provisions of the Labor Code regulating hours and
7 days of work as well as the IWC Wage Orders. Accordingly, Plaintiff and the Class members
8 seek the remedies set forth in Labor Code § 558.

9 79. Defendants’ failure to pay compensation in a timely fashion also constituted a
10 violation of California Labor Code § 204, which requires that all wages shall be paid
11 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
12 violation of that provision of the California Labor Code, Defendants have failed to pay all
13 wages and overtime compensation earned by Employees. Each such failure to make a timely
14 payment of compensation to Employees constitutes a separate violation of California Labor
15 Code § 204.

16 80. Employees have been damaged by these violations of California Labor Code §§
17 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally,
18 under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not
19 less than \$100 for causing Employees “to work for longer hours than those fixed, or under
20 conditions of labor prohibited by an order of the commission” or if the employer pays “a wage
21 less than the minimum fixed by an order of the commission” or “violates...any provision of this
22 chapter or any order or ruling of the commission.”

23 81. Consequently, pursuant to the California Labor Code, including Labor Code §§
24 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders,
25 including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the
26 full amount of all their unpaid wages and overtime compensation for all their hours worked,
27 with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any
28 statutory penalties against Defendants, and each of them, and any additional sums as provided

1 by the Labor Code and/or other statutes.

2 **THIRD CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

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

13 84. Defendants failed to provide Employees with meal periods as required under the
14 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often
15 required to work or to otherwise remain under Defendants' control during meal periods, or
16 Defendants provided them after Employees worked beyond the fifth hour of their shifts or
17 Employees otherwise had them shortened and interrupted by work demands and requirements to
18 perform off the clock work and remain under Defendants' control. Furthermore, upon
19 information and belief, on the occasions when Employees worked more than ten hours in a given
20 shift, they did so without receiving a second uninterrupted thirty-minute meal period as required
21 by law.

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

26 86. Moreover, Defendants failed to compensate Employees for each meal period not
27 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
28 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an

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

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

FOURTH CAUSE OF ACTION

REST-BREAK PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

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

90. Employees consistently worked consecutive four hour shifts and were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than ten minutes for each consecutive four hour shifts. Defendants made no

1 effort to authorize and permit Plaintiff and the Class members to take lawful rest breaks.
2 Employees were often required to work or to otherwise remain under Defendants' control during
3 rest periods, including by responding to work requirements, being prohibited from leaving the
4 worksites, and had breaks provided untimely as a result of the above described off the clock
5 work.

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

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

14 93. Defendants failed to authorize and permit Plaintiff and the Class members to take
15 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate
16 Employees with an additional hour of pay at each Employee's hourly rate for each day that
17 Defendants failed to provide them with adequate rest breaks, as required under Labor Code §
18 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants
19 paid any rest break premiums, they upon information and belief, underpaid them by
20 miscalculating the regular rate of compensation by not including all forms of remuneration in it.
21 Defendants thus failed to compensate the Employees in the Class for each rest period not
22 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
23 20 of the applicable IWC Wage Order.

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

1 **FIFTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

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

16 98. Defendants had a common policy and practice of systemically failing to pay
17 Plaintiff and Sick Pay Class Members the requisite sick time pay in accordance with California
18 Law. Specifically, Plaintiff and Sick Pay Class Members worked for Defendants for more than 30
19 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days
20 of sick time for every 12-month period of work. Additionally, the sick pay paid to Plaintiff and
21 Sick Pay Class Members did not account for differential pay as well as performance-based non-
22 discretionary bonuses, which were never factored into the rate upon which sick pay was accrued
23 and paid.

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

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1 **SIXTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

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

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

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

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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-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect

1 during the pay period and the corresponding number of hours worked at each hourly rate by the
2 employee pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders,
3 amongst other statutory requirements. Defendants knowingly and intentionally failed to provide
4 Plaintiff and the Class members with such timely and accurate wage and hour statements.

5 109. Plaintiff and the Class members suffered injury as a result of Defendants’
6 knowing and intentional failure to provide them with the wage and hour statements as required
7 by law and are presumed to have suffered injury and entitled to penalties under Labor Code §
8 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
9 accurate and complete information as required by any one or more of items Labor Code § 226
10 (a)(1) to (9), inclusive, and the Plaintiff and Class members cannot promptly and easily
11 determine from the wage statement alone one or more of the following: (i) The amount of the
12 gross wages or net wages paid to the employee during the pay period or any of the other
13 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
14 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
15 wages to determine the net wages paid to the employee during the pay period, (iii) The name
16 and address of the employer and, (iv) The name of the employee and only the last four digits of
17 his or her social security number or an employee identification number other than a social
18 security number. For purposes of Labor Code § 226(e) “promptly and easily determine” means
19 a reasonable person [i.e. an objective standard] would be able to readily ascertain the
20 information without reference to other documents or information.

21 110. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders,
22 employers are required “to pay each employee, on the established payday for the period
23 involved, not less than the applicable minimum wage for all hours worked in the payroll period,
24 ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those
25 fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and
26 the Class members may therefore pursue damages and penalties for violations of Labor Code §
27 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under
28 paragraph 20 of the applicable IWC Wage Orders.

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

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

13 **EIGHTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE § 204**
15 **(Against All Defendants)**

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

18 114. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
19 employment are due and payable twice during each calendar month, on days designated in
20 advance by the employer as the regular paydays. Labor performed between the 1st and 15th
21 days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
22 month during which the labor was performed, and labor performed between the 16th and the last
23 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
24 following month." Additionally, the requirements of this section shall be deemed satisfied by the
25 payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more
26 than seven calendar days following the close of the payroll period." As detailed above,
27 Defendants maintained a consistently applied policy and practice of not paying all wages earned
28 between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all

1 wages earned between the 16th and the last day of the month between the 1st and 10th day of the
2 following month. Defendants similarly failed to pay all wages earned by not more than seven
3 calendar days following the close of the payroll period.

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

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

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

23 **NINTH CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE § 203**

25 **(Against All Defendants)**

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

28 119. Plaintiff and numerous Class members are no longer employed by Defendants;

1 they either quit Defendants' employ or were fired therefrom.

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

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

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

13 123. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders,
14 employers are required "to pay each employee, on the established payday for the period
15 involved, not less than the applicable minimum wage for all hours worked in the payroll period,
16 ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those
17 fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and
18 the Class members may therefore pursue damages and penalties for violations of Labor Code §
19 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under
20 paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-
21 (c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing
22 Employees "to work for longer hours than those fixed, or under conditions of labor prohibited by
23 an order of the commission" or if the employer pays "a wage less than the minimum fixed by an
24 order of the commission" or "violates...any provision of this chapter or any order or ruling of the
25 commission."

26 124. Defendants' failure to pay wages, as alleged, entitles Plaintiff and these former
27 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
28 the IWC Wage Orders as addressed above, including the requirement that an employee's wages

1 shall continue until paid for up to thirty (30) days from the date they were due.

2 **TENTH CAUSE OF ACTION**

3 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174,**
4 **1174.5**

5 **(Against All Defendants)**

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

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

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

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

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

21 130. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
22 knew wages to be due but failed to pay them.

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

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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

1 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
2 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
3 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

4 **TWELFTH CAUSE OF ACTION**

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

6 **(Against All Defendants)**

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

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

14 139. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, have suffered injury, and therefore have standing to bring this cause of action for
16 injunctive relief, restitution, and other appropriate equitable relief.

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

27 141. Wage-and-hour laws express fundamental public policies. Paying employees
28 their wages and overtime, providing them with meal periods and rest breaks, etc., are

1 fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of
2 this State vigorously to enforce minimum labor standards, to ensure that employees are not
3 required or permitted to work under substandard and unlawful conditions, and to protect law-
4 abiding employers and their employees from competitors who lower costs to herself by failing
5 to comply with minimum labor standards.

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

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

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

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

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

27 147. Unless restrained by this Court Defendants will continue to engage in such
28 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court

1 should make such orders or judgments, including the appointment of a receiver, as may be
2 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
3 deceptive practice prohibited by the Business & Professions Code, including but not limited to
4 the disgorgement of such profits as may be necessary to restore Employees to the money
5 Defendants have unlawfully failed to pay.

6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

- 8 1. For an order certifying this action as a class action;
- 9 2. For compensatory damages in the amount of the unpaid minimum wages for work
10 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
11 the filing of this action, as may be proven;
- 12 3. For liquidated damages in the amount equal to the unpaid minimum wage and
13 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 14 4. For compensatory damages in the amount of all unpaid wages, including overtime
15 and double-time pay, as may be proven;
- 16 5. For compensatory damages in the amount of the hourly wage made by Employees
17 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
18 years prior to the filing of this action, as may be proven;
- 19 6. For compensatory damages in the amount of the hourly wage made by Employees
20 for each day requisite rest breaks were not provided or were deficiently provided where no
21 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as
22 may be proven;
- 23 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 24 8. For restitution and/or damages and penalties for Defendants' failure to pay all
25 wages due twice monthly under Labor Code § 204, as may be proven;
- 26 9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
27 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 28 10. For penalties pursuant to Labor Code § 1174.5, as may be proven;

11. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
12. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
14. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
15. For other wages and penalties under the Labor Code as may be proven;
16. For all general, special, and incidental damages as may be proven;
17. For an award of pre-judgment and post-judgment interest;
18. For an award providing for the payment of the costs of this suit;
19. For an award of attorneys' fees; and
20. For such other and further relief as this Court may deem proper and just.

DATED: December 2, 2025

D.LAW, INC.

By 
Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff SARA DEXTER, on
behalf of herself and others similarly
situated

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DATED: December 2, 2025

By

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