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ALESIA WILLIAMS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALESIA WILLIAMS, individually, and on behalf
of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

ALTAMED HEALTH SERVICES CORP.; and
DOES 1 through 25, inclusive,

Defendants.

Case No. **23STCV21478**

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

DEMAND FOR JURY TRIAL

Electronically FILED by
Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

COMES NOW, Plaintiff ALESIA WILLIAMS (“Plaintiff”), individually, and on behalf of other Aggrieved Employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows against Defendants ALTAMED HEALTH SERVICES CORP. (“Defendants”):

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from June 22, 2022 to final judgment (“Aggrieved Employees”).

2. Plaintiff alleges that throughout the time period involved in this case, Defendants hired Plaintiff and Aggrieved Employees but failed to properly pay them all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods and associated premium wages to which they were entitled, failed to timely pay them all wages during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll records, and failed to reimburse them for necessary business expenses.

3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees and costs.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of

jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of Los Angeles.

THE PARTIES

7. At all times herein mentioned, Plaintiff ALESIA WILLIAMS was and is a resident of Orange County in the State of California.

8. At all times herein mentioned, Defendant ALTAMED HEALTH SERVICES CORP., was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout Los Angeles County and the State of California.

9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, ALTAMED HEALTH SERVICES CORP. and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official policy.

11. At all relevant times, Defendants were the employers of Plaintiff within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

12. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved Employees, to set work rules and conditions governing their employment, and to supervise their daily employment activities.

13. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the Aggrieved Employees' employment for them to be their joint employers.

14. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved Employees.

15. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

16. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

18. Defendants, jointly and severally, employed Plaintiff ALESIA WILLIAMS from approximately June 16, 2021 to February 9, 2023 as a non-exempt, hourly-paid employee. During her employment with Defendants, Plaintiff was employed as a patient services representative in one of Defendants' call centers. Plaintiff's duties included scheduling, maintaining electronic records, providing referral information, receiving patient inquiries, and responding to patient inquiries. Defendants are medical service providers that provide a range of medical services throughout California, including Southern California and Los Angeles County. Defendants employ individuals throughout each of the previously named locations, including at 2040 Camfield Avenue, Commerce California, 90040. Plaintiff provided work for Defendants in Southern California, including in Orange County and in Los Angeles County.

19. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay

1 them all overtime wages, straight time, and minimum wages for all hours worked, failed to provide all
2 meal and rest breaks to which they were entitled, failed to timely pay all wages during employment
3 and upon termination of employment, failed to provide accurate wage statements, failed to accurately
4 keep records, failed to reimburse necessary business-related expenses, and failed to adhere to other
5 related protections afforded by the California Labor Code and applicable Industrial Welfare
6 Commission Wage Order.

7 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
8 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
9 applicable IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive at least
10 minimum wages for all hours worked and that they were not receiving minimum wages for all hours
11 worked.

12 21. Plaintiff and the Aggrieved Employees worked over eight (8) hours in a day, and/or
13 forty (40) hours in a week during their employment with Defendants.

14 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
16 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive certain wages for
17 overtime compensation and that they were not receiving certain wages for overtime compensation.

18 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 implemented time rounding practices that at times resulted in the underpayment of wages to Plaintiff
20 and the Aggrieved Employees, including minimum, straight time, and overtime wages. Defendants
21 employed a time rounding policy that was not neutral and designed to round time in Defendants' favor,
22 ensuring that Plaintiff and the Aggrieved Employees were at times not paid for all time worked.

23 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
24 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
25 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive a meal period or
26 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
27 provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of
28 more than five hours per day and that Plaintiff and the Aggrieved Employees were entitled to receive

1 a second meal period or payment of one (1) additional hour of pay at their regular rate of compensation
2 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
3 minutes for a work period of more than ten (10) hours per day. However, Plaintiff and the Aggrieved
4 Employees did not receive all meal periods or payment of one (1) additional hour of pay at their regular
5 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

6 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
7 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
8 Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive all rest periods or
9 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
10 provided with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or
11 major fraction thereof, worked. However, Plaintiff and the Aggrieved Employees did not receive all
12 rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when a
13 rest period was missed, shortened, taken late, and/or interrupted.

14 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known that they were required to provide Plaintiff and the Aggrieved Employees with
16 timely payment of wages during their employment pursuant to California Labor Code sections 204
17 and 210 but failed to do so.

18 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
19 or should have known that they were required to provide Plaintiff and the Aggrieved Employees
20 with complete and accurate itemized wage statements pursuant to California Labor Code section
21 226 but failed to do so.

22 28. Plaintiff is informed and believes, and based thereon alleges that Defendants knew or
23 should have known that they were required to keep accurate records pursuant to California Labor
24 Code section 1174(d) but failed to do so.

25 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
26 or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and
27 the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses,
28 but, in fact, did not reimburse them for necessary business-related expenses.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive all wages upon termination of employment, including, without limitation, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages, and that they did not receive payment of all wages upon termination of employment in violation of California Labor Code sections 201 and 202, or any other wages or remuneration due to them at separation of employment.

PAGA ALLEGATIONS

31. At all times set forth herein, PAGA was applicable to Plaintiff's employment by Defendants.

32. At all times set forth herein, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

33. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

34. Plaintiff was employed by Defendants and the alleged violations were committed against Plaintiff during the time of employment and Plaintiff is, therefore, an aggrieved employee. Plaintiff and the other employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants and one of more of the alleged violations were committed against them.

35. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The Aggrieved Employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the

1 Labor Code alleged to have been violated, including the facts and theories to support the
2 alleged violations.

3 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
4 aggrieved employee by certified mail that it does not intend to investigate the alleged
5 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
6 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty
7 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
8 employee may commence a civil action pursuant to California Labor Code section 2699
9 to recover civil penalties in addition to any other penalties to which the employee may be
10 entitled.

11 36. On June 22, 2023, Plaintiff provided notice by electronic submission to the LWDA and
12 by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have
13 been violated, including the facts and theories to support the alleged violations, pursuant to Labor
14 Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of
15 providing the Employee’s Notice.

16 37. Therefore, the administrative prerequisites under California Labor Code section
17 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
18 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
19 1197.1, 1198, 2800 and 2802 have been satisfied.

20 **FIRST CAUSE OF ACTION**

21 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, *ET SEQ.***

22 **(By Plaintiff As Against Defendants and Does 1 – 25)**

23 38. Plaintiff incorporates herein by specific reference, as though fully set forth, the
24 allegations in all preceding paragraphs.

25 39. Plaintiff brings this action as a representative action on an individual basis and on
26 behalf of other Aggrieved Employees and the State of California, in their capacity as a private attorney
27 general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698,
28 et seq.

1 40. PAGA expressly provides for a private right of action to recover civil penalties for
2 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision
3 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
4 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
5 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
6 brought by an aggrieved employee on behalf of himself or herself and other current or former
7 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

8 41. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
9 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
10 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

11 42. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
12 as defined by California Labor Code section 2699(c) in that they are all current or former employees
13 of Defendants, and one or more of the alleged violations were committed against them.

14 43. Defendants’ conduct, as alleged herein, violates numerous sections of the California
15 Labor Code, including, but not limited to, the following:

- 16 (a) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
17 pay minimum wages, as set forth more fully below;
- 18 (b) Violation of California Labor Code sections 510 and 1198 for failure to pay
19 overtime wages, as set forth more fully below;
- 20 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
21 legally required meal periods, as set forth more fully below;
- 22 (d) Violation of California Labor Code section 226.7 for failure to provide legally
23 required rest periods, as set forth more fully below;
- 24 (e) Violation of California Labor Code section 204 for failure to timely pay wages to
25 Plaintiff and Aggrieved Employees during employment, as set forth more fully
26 before;
- 27 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
28 wages at time of discharge from employment, as set forth more fully below;

- 1 (g) Violation of California Labor Code section 226(a) for failure to provide accurate
2 wage statements to Plaintiff and Aggrieved Employees, as set forth more fully
3 below;
- 4 (h) Violation of California Labor Code section 1174(d) for failure to keep complete
5 and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set
6 forth more fully below;
- 7 (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
8 Plaintiff and Aggrieved Employees for necessary business-related expenses, as set
9 forth more fully below; and
- 10 (j) Any and all other violations of the California Labor Code against Plaintiff or
11 Aggrieved Employees. *See Huff v. Securitas Security Services USA, Inc.* (2018) 25
12 Cal.App.5th 745.

13 44. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
14 Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of
15 civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants
16 for violations of Labor Code sections set forth herein, including penalties under California Labor Code
17 sections 2699, 558, 210, 1197.1, 203, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable
18 IWC Wage Order, and any and all additional penalties and remedies as provided by the California
19 Labor Code and/or other statutes.

20 45. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
21 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for
22 the enforcement of labor laws and education of employers and employees about their rights and
23 responsibilities and twenty-five (25%) to the Aggrieved Employees.

24 46. Plaintiff was compelled to retain the services of counsel to file this court action, and to
25 assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of
26 reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other
27 applicable statute.

28 ///

1 **Failure to Pay Minimum Wages**

2 47. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provided
3 that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees,
4 and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure to pay
5 minimum wages included, *inter alia*, Defendants' failure to pay Plaintiff and the Aggrieved
6 Employees any wages for time spent working "off-the-clock". Off-the-clock work included requiring
7 Plaintiff and the Aggrieved Employees to submit various procedures when arriving at work, before
8 clock in, such as (1) submitting to various security procedures before clocking in, including security
9 checks and COVID-19 checks; or (2) engaging in various work before logging in, such as booting up
10 computers and starting various programs before clock in (*e.g.*, entering the phone network, computer
11 network).

12 48. Additionally, Plaintiff and other Aggrieved Employees had to work off-the-clock
13 during meal periods, and additionally Plaintiff and Aggrieved Employees were required to mark
14 themselves on break timely so they would not be disciplined for not meeting Defendants' metrics;
15 however, the job duties of Plaintiff and other Aggrieved Employees (*e.g.*, maintaining communication
16 with patients already on the phone at the time that a meal period was coming due) required Plaintiff
17 and other Aggrieved Employees to keep working off-the-clock instead of taking their meal periods.

18 49. Immediately after clock-out, Plaintiff and other Aggrieved Employees then had to shut
19 down various systems (*e.g.*, the phone systems and computer systems they had to boot up before clock
20 in) and had to perform several minutes of additional tasks each day off-the-clock and after clocking
21 out. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and
22 Aggrieved Employees for all of the hours they worked in violation of California Labor Code sections
23 1194, 1197 and 1197.1.

24 50. Defendants' failure to pay Plaintiff and Aggrieved Employees the minimum wage as
25 required violates California Labor Code sections 1194, 1197 and 1197.1.

26 **Failure to Pay Overtime Wages**

27 51. California Labor Code section 1198 and the applicable IWC Wage Order have provided
28 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-

1 half or two-times that person's regular rate of pay, depending on the number of hours worked by the
2 person on a daily or weekly basis.

3 52. Specifically, the applicable IWC Wage Order provides that Defendants are and were
4 required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than
5 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
6 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

7 53. The applicable IWC Wage Order further provides that Defendants are and were
8 required to pay Plaintiff and Aggrieved Employees employed by Defendants and working more than
9 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

10 54. California Labor Code section 510 codifies the right to overtime compensation at one-
11 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
12 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
13 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
14 in a day or in excess of eight (8) hours in a day on the seventh day of work.

15 55. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked
16 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
17 (40) hours in a week performing work duties off-the-clock. As stated, *supra*, off-the-clock work
18 included requiring Plaintiff and the Aggrieved Employees to submit various procedures when arriving
19 at work before clock in such as (1) submitting to various security procedures before clocking in,
20 including security checks and COVID-19 checks; or (2) engaging in various work before logging in,
21 such as booting up computers and starting various programs before clock in (*e.g.*, entering the phone
22 network, computer network).

23 56. Additionally, Plaintiff and other Aggrieved Employees had to work off-the-clock
24 during meal periods, and additionally Plaintiff and Aggrieved Employees were required to mark
25 themselves on break timely so they would not be disciplined for not meeting Defendants' metrics;
26 however, the job duties of Plaintiff and other Aggrieved Employees (*e.g.*, maintaining communication
27 with patients already on the phone at the time that a meal period was coming due) required Plaintiff
28 and other Aggrieved Employees to keep working off-the-clock instead of taking their meal periods.

57. Immediately after clock-out, Plaintiff and other Aggrieved Employees then had to shut down various systems (*e.g.*, the phone systems and computer systems they had to boot up before clock in) and had to perform several minutes of additional tasks each day off-the-clock and after clocking out.

58. Defendants' failure to pay Plaintiff and Aggrieved Employees the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

Failure to Provide Meal Periods

59. At all relevant times herein set forth, California Labor Code section 226.7 has provided that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

60. At all relevant times herein set forth, California Labor Code section 512(a) has provided that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

61. During the relevant time period, Plaintiff and Aggrieved Employees who were scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

62. During the relevant time period, Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of time in excess of six (6) hours, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

63. During the relevant time period, Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of

1 not less than thirty (30) minutes.

2 64. During the relevant time period, Plaintiff and the Aggrieved Employees,
3 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
4 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
5 thirty (30) minutes.

6 65. During the relevant time period, Defendants willfully required Plaintiff and the
7 Aggrieved Employees to work during meal periods and failed to compensate Plaintiff and Aggrieved
8 Employees for work performed during meal periods. For example, Defendants failed to relieve
9 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
10 worked through mandated meal periods.

11 66. Defendants failed to pay Plaintiff and the Aggrieved Employees the full meal period
12 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
13 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
14 to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
15 Employees in the regular rate of compensation.

16 67. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
17 Code sections 226.7 and 512(a).

18 **Failure to Provide Rest Periods**

19 68. At all relevant times, California Labor Code section 226.7 has provided that no
20 employer shall require an employee to work during any rest period mandated by an applicable order
21 of the California IWC.

22 69. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
23 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
24 the middle of each work period" and that the "rest period time shall be based on the total hours worked
25 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
26 the total daily work time is less than three and one-half (3½) hours.

27 70. Pursuant to the applicable IWC Wage Order and California Labor Code section
28 226.7(b), Plaintiff and the Aggrieved Employees are entitled to recover from Defendants one (1)

1 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
2 the rest period was not provided.

3 71. During the relevant time period, Defendants required Plaintiff and the Aggrieved
4 Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
5 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
6 period, Defendants willfully required Plaintiff and the Aggrieved Employees to work during rest
7 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
8 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

9 72. Defendants failed to pay Plaintiff and Aggrieved Employees the full rest period
10 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
11 timely, uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
12 incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
13 Employees in the regular rate of compensation.

14 73. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
15 Code section 226.7.

16 **Failure to Timely Pay Wages During Employment**

17 74. At all relevant times herein set forth, California Labor Code section 204 has provided
18 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
19 any calendar month, other than those wages due upon termination of an employee, are due and payable
20 between the 16th and the 26th day of the month during which the labor was performed.

21 75. At all times herein set forth, California Labor Code section 204 has provided that all
22 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
23 calendar month, other than those wages due upon termination of an employee, are due and payable
24 between the 1st and the 10th day of the following month.

25 76. At all times herein set forth, California Labor Code section 204 has provided that all
26 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
27 the next regular payroll period.

28 77. During the relevant time period, Defendants intentionally and willfully failed to pay

1 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
2 under California Labor Code section 204, including wages for minimum wage compensation, regular
3 wage compensation, overtime compensation, meal period premiums, and rest period premiums.

4 **Failure to Timely Pay Wages Upon Termination**

5 78. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
6 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
7 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
8 at the time of discharge are due and payable immediately. California Labor Code section 202
9 mandates that if an employee quits, his or her wages shall become due and payable not later than
10 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
11 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
12 quitting.

13 79. California Labor Code section 203 provides that if an employer willfully fails to pay,
14 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
15 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
16 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
17 continue for more than thirty (30) days.

18 80. At the time that Plaintiff and the Aggrieved Employees' employment with Defendants
19 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
20 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
21 limitation, minimum wage compensation, regular rate compensation, overtime rate compensation,
22 meal period premium wages, and rest period premium wages.

23 **Failure to Provide Compliant Wage Statements**

24 81. At all relevant times set forth herein, California Labor Code section 226(a) provides
25 that every employer shall furnish each of its employees an accurate itemized statement in writing
26 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
27 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
28 deductions, provided that all deductions made on written orders of the employee may be aggregated

1 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
2 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
3 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
4 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
5 The deductions made from payments of wages shall be recorded in ink or other indelible form,
6 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
7 deductions shall be kept on file by the employer for at least three years at the place of employment or
8 at a central location within the State of California.

9 82. Defendants have intentionally and willfully failed to provide employees with complete
10 and accurate wage statements. The deficiencies include, among other things, the failure to state all
11 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
12 premium wages earned.

13 **Failure to Keep Requisite Payroll Records**

14 83. At all relevant times set forth herein, California Labor Code section 1174(d) has
15 required an employer to keep, at a central location in the state or at the plants or establishments at
16 which employees are employed, payroll records showing the hours worked daily by and the wages
17 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
18 employed at the respective plants or establishments. These records shall be kept in accordance with
19 rules established for this purpose by the commission, but in any case shall be kept on file for not less
20 than two years.

21 84. Defendants have intentionally and willfully failed to keep accurate and complete
22 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the Aggrieved
23 Employees.

24 85. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
25 and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

26 86. More specifically, Plaintiff and the Aggrieved Employees have been injured by
27 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
28 were denied both their legal right and protected interest, in having available, accurate and complete

1 payroll records pursuant to California Labor Code section 1174(d).

2 87. Pursuant to California Labor Code sections 2800 and 2802, an employer must
3 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
4 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
5 consequence of his or her obedience to the directions of the employer.

6 88. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
7 and costs that were not fully reimbursed by Defendants, including, but not limited to, cell phone and
8 internet for Defendants' purposes, without proper reimbursement.

9 89. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved
10 Employees for all necessary business-related expenses and costs.

11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

13 **PRAYER FOR RELIEF**

14 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

15 1. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1)
16 of California Labor Code;

17 2. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus
18 costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a),
19 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

20 3. For such other and further relief as the Court may deem proper.

21
22 DATED: September 7, 2023

BLACKSTONE LAW, APC

23
24 By: 

Jonathan M. Genish, Esq.
Barbara DuVan-Clarke, Esq.
Alexander K. Spellman, Esq.
P.J. Van Ert, Esq.

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26
27 Attorneys for Plaintiff
28 ALESIA WILLIAMS