

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Jeff Geraci (SBN 151519)

jgeraci@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

HEKMAT LAW GROUP

Joseph M. Hekmat (SBN 265229)

jhekmat@hekmatlaw.com

9701 Wilshire Blvd., Ste. 1000

Beverly Hills, CA 90212

Telephone: (424) 888-0848/Facsimile: (424) 270-0242

Attorneys for Plaintiff Danielle Pisani,
on behalf of herself and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DANIELLE PISANI, on behalf of herself
and all other aggrieved employees,

Plaintiff,

vs.

PROLINK HEALTHCARE, LLC, an Ohio
Limited Liability Company; PROLINK
STAFFING SERVICES, LLC, an Ohio
Limited Liability Company; and DOES 1
through 10, Inclusive,

Defendants.

Case No. __ 37-2023-00039788-CU-OE-CTL

**REPRESENTATIVE COMPLAINT
FOR PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT (“PAGA”),
LABOR CODE §§ 2698, ET SEQ.**

1. PAGA Penalties for Failure to Pay Hourly and Overtime Wages (Labor Code §§ 510, 1194);
2. PAGA Penalties for Failure to Provide Meal Periods or Pay Compensation in Lieu of (Labor Code § 226.7);
3. PAGA Penalties for Failure to Authorize Rest Periods or Pay Compensation in Lieu of (Labor Code § 226.7);
4. PAGA Penalties for Failure to Pay Sick Leave (Labor Code § 246);
5. PAGA Penalties for Failure to Reimburse Business Expenses (Labor Code § 2802);
6. PAGA Penalties for Failure to Provide Accurate Wage Statements (Labor Code §§ 226, 226.3);
7. PAGA Penalties for Failure to Pay Final Wages and Penalties to Separated Employees (Labor Code §§ 201-203)

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

09/13/2023 at 12:23:15 PM

Clerk of the Superior Court
By Sophia Felix, Deputy Clerk

1 Plaintiff DANIELLE PISANI (“Plaintiff “or “PISANI”), individually, and on behalf of
2 all other aggrieved employees, alleges:

3 **INTRODUCTION**

4 1. This is a Representative Action against Defendants PROLINK HEALTHCARE,
5 LLC and PROLINK STAFFING SERVICES, LLC, placement agencies that contract with
6 California healthcare facilities to supply nurses and other healthcare workers (“travel nurses”)
7 and DOES 1-10 (“Defendants” or “ProLink”). Plaintiff brings this action on behalf of herself
8 and all ProLink travel nurses placed in California (“Aggrieved Employees”) at any time during
9 the time period of June 22, 2022 until a date as determined by the Court (“PAGA Period”).

10 2. Plaintiff and other travel nurses agree to work for ProLink and move, on a short-
11 term basis, to California cities in order to meet the staffing needs of healthcare facilities.
12 ProLink agreed to pay travel nurses wages, including weekly per diems for lodging, meals, and
13 incidentals, based on shifts worked.

14 3. ProLink underpaid minimum wages. ProLink did not reimburse, or fully
15 reimburse, all reasonable business expenses.

16 4. ProLink does not correctly calculate the regular rate of pay for employees
17 because it fails to include per diems for lodging, meals, and incidentals when determining the
18 regular rate. As a result, ProLink does not correctly calculate overtime wages, premium wages
19 for meal periods not provided or rest periods not authorized, sick pay wages, or any other
20 wages based on the regular rate of pay.

21 5. Plaintiff seeks civil penalties pursuant to the Private Attorneys General Act
22 (“PAGA”), Labor Code sections 2698, *et seq.*, as a representative action on behalf of the State
23 of California and the Labor and Workforce Development Agency (“LWDA”) pursuant to Labor
24 Code section 2699.3. At all times relevant to this action, Defendants engaged in systematic
25 conduct that violated applicable California laws and regulations and are subject to civil
26 penalties for each violation as established by statute or determined by PAGA.

27 6. Plaintiff exhausted the notice requirements of Labor Code sections 2698, *et seq.*
28 and by operation of law has standing to sue as a representative of the State of California.

1 Plaintiff mailed written notice of Defendants' conduct to the LWDA and to ProLink pursuant to
2 Labor Code section 2699.3, on June 22, 2023, and this is incorporated by reference. Defendants
3 did not provide notice of cure and the LWDA did not provide notice of investigation in the 65
4 days after the mailing of the PAGA notice. Plaintiff mailed an amended written notice to the
5 LWDA and to ProLink on September 13, 2023, and this is incorporated by reference.

6 7. Labor Code section 2699(a) provides: "Notwithstanding any other provision of
7 law, any provision of this code that provides for a civil penalty to be assessed and collected by
8 the Labor and Workforce Development Agency or any of its departments, divisions,
9 commissions, boards, agencies, or employees, for a violation of this code, may, as an
10 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
11 himself or herself and other current or former employees pursuant to the procedures specified
12 in Section 2699.3."

13 8. Labor Code section 2699(f)(2) states: "For all provisions of this code except
14 those for which a civil penalty is specifically provided, there is established a civil penalty for a
15 violation of these provisions, as follows... (2) If, at the time of the alleged violation, the person
16 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each
17 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
18 each aggrieved employee per pay period for each subsequent violation."

19 9. Plaintiff, as a representative of the general public, will and does seek to recover
20 any and all penalties for each and every violation of the Labor Code shown to exist or to have
21 occurred, in an amount according to proof, as to those penalties that are otherwise only
22 available in public agency enforcement actions. Funds recovered will be distributed in
23 accordance with PAGA, with 75% of the penalties recovered being reimbursed to the LWDA
24 on behalf of the State of California.

25 **JURISDICTION AND VENUE**

26 10. Venue as to each Defendant is proper in this judicial district. Code of Civil
27 Procedure section 395. Defendants conduct business and commit Labor Code violations in San
28 Diego County, and each Defendant or DOE is within California for service of process. The

1 unlawful acts alleged have a direct effect on aggrieved employees within California and within
2 San Diego County.

3 11. This Court has jurisdiction over Plaintiff's claims because Defendants regularly
4 conduct business, and are alleged to have violated the law, in California; Plaintiff's claims raise
5 no federal question; and, PAGA civil penalty actions are not subject to federal jurisdiction.

6 **PARTIES**

7 12. Plaintiff DANIELLE PISANI is over the age of eighteen (18) and was at all
8 relevant times a California resident. Plaintiff worked for ProLink as a phlebotomist for ProLink
9 in California hospitals, including Martin Luther King, Jr. Community Hospital in Los Angeles,
10 in an assignment that lasted from January 30, 2023 to March 1, 2023.

11 13. Defendant PROLINK HEALTHCARE, LLC is a limited liability company that
12 at all relevant times was authorized to do business in, and does business in, the State of
13 California and the County of San Diego.

14 14. Defendant PROLINK STAFFING SERVICES, LLC is a limited liability
15 company authorized to do business in, and does business in, the State of California and the
16 County of San Diego.

17 15. Plaintiff does not know the true names and capacities of Defendants sued as
18 DOES 1-10 and sues these Defendants by fictitious names. Plaintiff will amend the complaint
19 to state the true names and capacities when ascertained. Plaintiff is informed and believes, and
20 on that basis alleges, that each of the fictitiously-named Defendants is responsible in some
21 manner for the occurrences alleged, and proximately caused Plaintiff's injuries alleged.

22 16. Plaintiff is informed, believes, and alleges each Defendant acted in all respects
23 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
24 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
25 attributable to the other Defendants.

26 **FACTUAL ALLEGATIONS APPLICABLE TO ALL CLAIMS**

27 17. ProLink is a temporary services employer that places "travel nurses" in short-
28 term jobs across the United States. ProLink contracts with healthcare facilities, or subcontracts

1 with other temporary nurse staffing companies, to provide nursing staff on a short-term basis.
2 ProLink recruits and employs these nurses for jobs.

3 18. ProLink recruits and hires nurses from across the country. When assigned to
4 work at healthcare facilities in California, nurses, including Plaintiff, sign a standard form
5 contract that provides them with compensation information and other terms of employment.
6 Plaintiff and other “travelers” then temporarily relocate to the area where they are assigned.
7 Travelers receive amounts intended to compensate them for housing, meals, and incidentals
8 during their assignment.

9 19. ProLink claims it provides “can provide [] nurses, physicians, lab techs, and a
10 collection of other in-demand health workers,” and is a “Top Ranked Travel Nursing Agency.”
11 (See <https://prolinkworks.com/>, last accessed August 25, 2023.)

12 20. ProLink underpaid wages for hours worked because it failed to pay wages at the
13 correct minimum wage.

14 21. ProLink failed to reimburse, or fully reimburse, all reasonable business
15 expenses, including but not limited to use of personal cell phones, computers, and internet
16 connections for work communications.

17 22. ProLink failed to include the per diem wages when determining an employee’s
18 regular rate of pay.

19 23. ProLink failed to properly compensate employees with all overtime wages, sick
20 pay wages, paid premium wages for meal periods not provided or rest periods not authorized,
21 or any other wages based on the regular rate of pay.

22 **PLAINTIFF’S EXPERIENCE**

23 24. Plaintiff signed a contract with ProLink on January 12, 2023, which provided for
24 Plaintiff to work at the Martin Luther King, Jr. Community Hospital in Los Angeles from
25 January 31, 2023 until April 29, 2023. Plaintiff did not complete her assignment. The contract
26 also stated Plaintiff’s shift would be from 2:00 p.m. to 10:30 p.m., Sunday through Saturday.

27 25. Under the contract, ProLink paid Plaintiff \$12 per hour, although minimum
28 wage in California was \$15.50 per hour. Minimum wage was higher in many cities and

1 counties in which ProLink employed workers. For example, after January 1, 2023, in the City
2 of Los Angeles it was \$16.04 and in the City of San Diego it was \$16.30.

3 26. ProLink also provided weekly per diems for lodging, \$686, and meals and
4 incidentals, \$315. Plaintiff alleges none of her employment documents stated that the lodging
5 and meal payments were in lieu of minimum wage and that these amounts could not be used to
6 satisfy the minimum wage obligation. Plaintiff alleges the per diem payments were required to
7 be included when calculating regular rate of pay for overtime, sick leave, and other wages.

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **PAGA Civil Penalties for Failure to Pay Hourly and Overtime Wages
(On Behalf of Plaintiff and Similarly-Aggrrieved Employees against All Defendants)**

11 27. Plaintiff incorporates the preceding paragraphs of this Complaint.

12 28. Plaintiff seeks civil penalties against Defendants, and each of them, jointly and
13 severally, for failure to pay Plaintiff and similarly-aggrrieved travel nurses all wages during the
14 PAGA Period.

15 29. California Labor Code section 510 provides: "Any work in excess of eight hours
16 in one workday and any work in excess of 40 hours in any one workweek and the first eight
17 hours worked on the seventh day of work in any one workweek shall be compensated at the
18 rate of no less than one and one-half times the regular rate of pay for an employee."

19 30. Labor Code section 1194(a) provides: "(a) Notwithstanding any agreement to
20 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
21 overtime compensation applicable to the employee is entitled to recover in a civil action the
22 unpaid balance of the full amount of this minimum wage or overtime compensation, including
23 interest thereon, reasonable attorney's fees, and costs of suit."

24 31. The Industrial Welfare Commission ("IWC") provides the maximum hours of
25 work and standard conditions of labor for California employees. Labor Code § 1198.
26 Employees shall not be employed more than 8 hours in a workday or 40 hours in a workweek
27 unless the employee receives one and one-half times such employee's regular rate of pay for all
28 hours worked over eight per day or 40 per workweek. Wage Order No. 4-2001, § 3(A).

32. Section 4 of Wage Order No. 4-2001 provides every employer, regardless of the number of employees, shall pay wages not less than fifteen dollars and fifty cents (\$15.50) per hour for all hours worked, effective January 1, 2023.

33. Section 2(K) of Wage Order No. 4-2001 defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

34. The City of Los Angeles, where Plaintiff worked, enacted a minimum wage ordinance which provides that employees who perform at least two hours of work for an employer within the geographic boundary of the City of Los Angeles are entitled to earn the minimum wage. Minimum Wage Ordinance applies to all employers who are subject to the City of Los Angeles Minimum Wage Ordinance regardless of size.

35. Starting January 1, 2023, the minimum wage for the City of Los Angeles was \$16.04. (see, <https://wagesla.lacity.org/>, last accessed Septebmer 13, 2023.)

36. The City of San Diego enacted a minimum wage ordinance which provides that employees who perform at least two hours of work for an employer within the geographic boundary of the City earn the minimum wage. The Ordinance applies to all employers regardless of size. San Diego Municipal Code sections 39.0101, *et seq.*

37. Starting January 1, 2023, the minimum wage for the City of San Diego was \$16.30. (See, https://www.sandiego.gov/sites/default/files/mwo-notice-english-2023_0.pdf, last accessed Septebmer 13, 2023.)

38. Labor Code section 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 510, 511, 512, 513...1194” as provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

39. As a direct and proximate result of the Defendants’ unlawful acts, Plaintiff and other aggrieved travel nurses have been deprived, and continue to be deprived, of minimum wages for regular hours worked and proper overtime premium pay for overtime hours worked.

40. Defendants are liable for PAGA penalties resulting from their failure to provide

Plaintiff and other aggrieved travel nurses minimum wages for regular hours worked and proper overtime premium pay for overtime hours worked. Plaintiff is entitled to recover, and seeks through this Representative Action, all civil penalties provided by California Labor Code sections 510, 1194.1, 1197.1 and 2699.5, as well as attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1).

SECOND CAUSE OF ACTION
PAGA Civil Penalties for Failure to Provide Meal Periods or Compensation in Lieu of
(On Behalf of Plaintiff and Similarly-Aggrieved Employees as against each Defendant)

41. Plaintiff incorporates the preceding paragraphs of this Complaint.

42. Labor Code section 226.7 provides in pertinent part:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

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

43. Labor Code section 512(a) provides in pertinent part:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

44. Labor Code section 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 226.7...512..." as provisions of the Code that allow for recovery of civil

1 penalties pursuant to the PAGA.

2 45. Plaintiff and other aggrieved employees were never paid a meal period premium
3 for non-compliance with Labor Code section 226.7.

4 46. As a direct and proximate result of the Defendants' unlawful acts, as alleged
5 above, Plaintiff and other aggrieved travel nurses have been deprived, and continue to be
6 deprived, of thirty-minute off-duty meal periods when they worked five hours or longer per
7 day, and second meal periods when they worked ten hours or longer per day, and premium
8 wages in lieu of the meal periods.

9 47. Defendants are liable for PAGA penalties resulting from their failure to provide
10 Plaintiff and other aggrieved travel nurses 30-minute, off-duty meal periods or meal period
11 premiums in lieu. Plaintiff is entitled to recover, and seeks through this Representative Action,
12 all civil penalties provided by California Labor Code sections 226.7 and 2699.5, as well as
13 attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1).

14 **THIRD CAUSE OF ACTION**

15 **PAGA Civil Penalties for Failure to Provide Rest Periods or Compensation in Lieu of
(On Behalf of Plaintiff and Similarly-Aggrieved Employees as against each Defendant)**

16 48. Plaintiff incorporates the preceding paragraphs of this Complaint.

17 49. Labor Code section 226.7 provides in pertinent part:

18 (b) An employer shall not require an employee to work during a meal or
19 rest or recovery period mandated pursuant to an applicable statute, or
20 applicable regulation, standard, or order of the Industrial Welfare
Commission, the Occupational Safety and Health Standards Board, or
the Division of Occupational Safety and Health.

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

26 50. Labor Code section 2699.5 provides, in pertinent part that "[t]he provisions of
27 subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions:
28 [Labor Code §§] 226.7..." as provisions of the Code that allow for recovery of civil penalties

pursuant to the PAGA.

51. Plaintiff and other aggrieved employees were never paid a rest period premium for non-compliance with Labor Code section 226.7.

52. As a direct and proximate result of the Defendants' unlawful acts, as alleged above, Plaintiff and other aggrieved travel nurses have been deprived, and continue to be deprived, of a ten-minute off-duty rest period for shifts they worked of three and one-half to six hours in length, a second rest period for shifts more than six hours, a third rest period for shifts more than 10 hours, and premium wages in lieu of the rest periods.

53. Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiff and other aggrieved travel nurses 10-minute, off-duty rest periods or rest period premiums in lieu thereof. Accordingly, Plaintiff is entitled to recover, and seeks through this Representative Action, all civil penalties provided by Labor Code sections 226.7 and 2699.5, as well as attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

FOURTH CAUSE OF ACTION
PAGA Civil Penalties for Failure to Pay All Sick Leave Wages
(On Behalf of Plaintiff and Similarly-Aggrieved Employees as against each Defendant)

54. Plaintiff incorporates the preceding paragraphs of this Complaint.

55. Employers must calculate paid sick leave for non-exempt employees in one of two ways (Labor Code § 246(l)):

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

56. Defendants failed to correctly calculate the regular rate of pay when paying sick leave wages during the PAGA Period. Plaintiff will seek \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation.

///

///

FIFTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Reimburse Business Expenses
(On Behalf of Plaintiff and Similarly-Agrieved Employees as against each Defendant)**

57. Plaintiff incorporates the preceding paragraphs of this Complaint.

58. “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...[].” Labor Code § 2802(a).

59. Aggrieved employees are entitled to pursue civil penalties under PAGA for violations of Labor Code section 2802. Labor Code § 2699.5.

60. During the applicable statutory period, Defendants failed to fully reimburse Plaintiff and other aggrieved employees for necessary expenses incurred in direct consequence of discharging their duties, such as the use of personal cell phones, computers, and internet connections for work communications. Plaintiff will seek penalties of \$100 for the initial pay period an employee was not reimbursed, and \$200 for each subsequent violation. Labor Code section 2699(f)(2).

SIXTH CAUSE OF ACTION

**PAGA Civil Penalties for Failure to Provide Accurate Itemized Wage Statements
(On Behalf of Plaintiff and Similarly-Agrieved Employees as against each Defendant)**

61. Plaintiff incorporates the preceding paragraphs of this Complaint.

62. Labor Code section 226(a) provides in pertinent part:

“An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), ,... (5) net wages earned... ..and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...”

63. Labor Code section 226(e) provides in pertinent part:

“(1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50)

for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a)."

64. Labor Code section 226.3 provides:

"Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law."

65. By failing to pay for all hours worked at the appropriate applicable hourly rate and all earned meal and rest period premiums as required by the Labor Code, Defendants violated Labor Code section 226(a), and acted willfully and knowingly in violation of Labor Code section 226(e) because they understated, misstated, or failed to state, the number of hours worked, and all applicable hourly rates in effect during the pay period. Plaintiff, based on information and belief, alleges Defendants' actions were intentional and willful under the legal precedent and guidelines developed by the DLSE in that Defendants purposefully did not pay the proper rate of pay.

66. As a result of Defendants' failure to provide accurate itemized wage statements, Plaintiff and other aggrieved travel nurses suffered harm and are entitled to PAGA civil penalties arising under Labor Code section 226.3 during the applicable limitations period and in an amount according to proof and subject to Court approval.

///

SEVENTH CAUSE OF ACTION
PAGA Civil Penalties for Failure to Pay Wages Due at Separation
(On Behalf of Plaintiff and Similarly-Agrieved Employees as against each Defendant)

67. Plaintiff incorporates the preceding paragraphs of this Complaint.

68. Labor Code sections 201-203 require employers to timely pay wages earned by employees within strict time requirements. Plaintiff is informed and believes, and alleges, that due to the improper and unlawful failure by Defendants to pay wages, Defendants willfully failed to timely pay wages to employees who separated or were terminated from their employment. Plaintiff is informed and believes that Defendants' pay practices are continuing such that current employees are not being timely paid wages as they work in violation of law.

69. Defendants failed to pay Plaintiff and other aggrieved employees all final wages, including minimum, regular, and overtime wages, and meal and rest period premium wages, as required by Labor Code sections 201-202.

70. Labor Code section 210(a) provides:

"In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

71. Labor Code section 203 provides that for former or separated employees who are not paid wages generally within 72 hours of the cessation of their employment, the employer owes a penalty of 30-days' wages to the terminated or separated employee. Here, due to the Defendants' failure to pay minimum, regular, and overtime wages, and meal and rest period premium wages, Defendants willfully failed to timely pay all wages due to separated or terminated employees.

72. Plaintiff, who separated from employment on approximately March 1, 2023, was not paid all past due and unpaid wages owed at the time of Plaintiff's separation in violation of the Labor Code section identified in Labor Code section 210(a).

73. As a result of Defendants' failure to pay all wages owed at separation, Plaintiff and other aggrieved travel nurses suffered harm and are entitled to PAGA civil penalties during the applicable limitations period in an amount according to proof and subject to Court approval.

PRAYER FOR RELIEF

Plaintiff, on her behalf and on behalf of all other Aggrieved Employees she seeks to represent, requests the Court make the following orders:

A. That this action be maintained as a Representative Action under the PAGA, and Plaintiff and her counsel be provided with all enforcement capability as if this action were brought by the Division of Labor Standards Enforcement ("DLSE");

B. For recovery of all appropriate civil penalties under Labor Code section 2699, for failure to pay all minimum, overtime, and regular wages.

C. For recovery of all civil penalties for non-compliant meal periods and unpaid meal period premiums under the applicable limitations period as permitted by Labor Code sections 2699.3 and 226.7, in an amount according to proof;

D. For recovery of all civil penalties for non-compliant rest periods and unpaid rest period premiums under the applicable limitations period as permitted by Labor Code sections 2699.3 and 226.7, in an amount according to proof;

E. For recovery of civil penalties under Labor Code section 2699 for failure to pay all sick leave wages owed pursuant to Labor Code section 246(l);

F. For recovery of civil penalties under Labor Code section 2699(f)(2) for failing to reimburse all necessary expenditures pursuant to Labor Code section 2802;

G. For recovery of civil penalties under Labor Code section 2699, for failing to provide accurate itemized wage statements pursuant to Labor Code sections 226 and 226.3, according to proof;

H. For recovery of civil penalties under Labor Code section 2699(f)(2) for failing to timely pay all final wages due pursuant to Labor Code sections 201-202;

I. For recovery of civil penalties under Labor Code section 2699(f)(2) for failing

1 to pay statutory waiting time penalties due pursuant to Labor Code section 203;

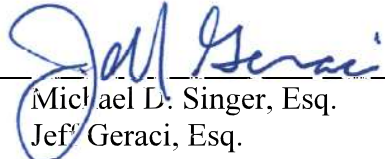
2 J. For Pre-Judgment and Post-Judgment interest, to the extent permitted by law;

3 K. Attorneys' fees and costs, including expert fees and fees pursuant to California
4 Labor Code sections 226, 1194, 2802, PAGA, and all other applicable state laws; and,

5 L. Such other relief as this Court deems necessary, just, equitable, and proper.

6 COHELANKHOURY & SINGER
7 HEKMAT LAW GROUP

8
9 Dated: September 13, 2023

By: 
Michael D. Singer, Esq.
Jef Geraci, Esq.

10 Attorneys for Plaintiff DANIELLE PISANI, on
11 behalf of herself and all other aggrieved
12 employees
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28