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

RICARDO F. FLORES, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

PASADENA HOSPITAL ASSOCIATION,
LTD., a California corporation; and DOES 1
through 10, inclusive,

Defendants

SANDRA YVETTE LAGUNAS, STEPHANIE
ESTELA CERTEZA, individually and on behalf
of all others similarly situated,

Plaintiff(s),

v.

PASADENA HOSPITAL ASSOCIATION,
LTD; a California nonprofit corporation and
DOES 1 through 100,

Defendants.

Flores Case No.: 23STCV27387
Lagunas Case No. 23AHCV02007

**CONSOLIDATED CLASS ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]
9. Private Attorneys General Act
10. Unpaid Wages And Overtime Wages Under Fair Labor Standards Act (29 U.S.C. §§206, 207(A), 216(B))

DEMAND FOR JURY TRIAL

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1 Plaintiffs Ricardo F. Flores, Sandra Yvette Lagunas, and Stephanie Estela Librado
2 Certeza (“Plaintiffs”), based upon facts that either have evidentiary support or are likely to have
3 evidentiary support after a reasonable opportunity for further investigation and discovery, allege
4 as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants Pasadena Hospital Association,
7 Ltd., and Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code
8 violations and unfair business practices stemming from Defendants’ failure to pay minimum
9 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
10 permit rest periods, failure to maintain accurate records of hours worked and meal periods,
11 failure to timely pay all wages to terminated employees, failure to indemnify necessary business
12 expenses, and failure to furnish accurate wage statements including the following Labor Code
13 §§201, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226,
14 226.3, 226.7, 226.8, 227.3; 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 1174, 1174.5,
15 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 2698, et seq., 2699, et seq.,
16 and 2802

17 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a
18 class action on behalf of themselves and certain current and former employees of Defendants
19 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
20 below). The Class consists of Plaintiffs and all other persons who have been employed by any
21 Defendants in California as an hourly-paid, non-exempt employee during the statute of limitations
22 period applicable to the claims pleaded here.

23 3. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Los Angeles County. As such, and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.

1 4. Despite these requirements, throughout the statutory period Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum
4 wages, and overtime wages in compliance with the California Labor Code
5 and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Failing to indemnify employees for necessary business expenses incurred;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within
18 the time period specified by California law when employment terminates;
- 19 (f) Failing to pay Plaintiffs and Aggrieved Employees for all hours worked
20 because it implemented an unlawful time rounding policy and
- 21 (g) Failing to maintain accurate records of the hours that employees worked.
- 22 (h) Failing to provide employees with accurate, itemized wage statements
23 containing all the information required by the California Labor Code and
24 IWC Wage Orders.

25 5. On information and belief, Defendants, and each of them were on actual and
26 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
27 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
28 willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiffs

7. Plaintiff, Ricardo F. Flores, is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a nursing assistant during the statutory period.

8. Plaintiff, Sandra Yvette Lagunas, is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a _Patient Access Representative_ during the statutory period.

9. Plaintiff, Stephanie Estela Librado Certeza , is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a Patient Access Representative during the statutory period.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendant Pasadena Hospital Association, Ltd. is:

- (a) A California corporation with its principal place of business in Los Angeles, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Los Angeles County;
- (c) The former employer of Plaintiffs, and the current and/or former employer of the putative Class. Defendants suffered and permitted Plaintiffs and the Class to work, and/or controlled their wages, hours, or working conditions.

1 12. Plaintiffs do not currently know the true names or capacities of the persons or
2 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
3 names. Each of the Doe Defendants was in some manner legally responsible for the damages
4 suffered by Plaintiffs and the Class as alleged herein. Plaintiffs will amend this complaint to set
5 forth the true names and capacities of these Defendants when they have been ascertained,
6 together with appropriate charging allegations, as may be necessary.

7 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
8 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
9 and/or injured a significant number of the Plaintiffs and the Class in the State of California.

10 14. Plaintiffs are informed and believes and thereon alleges that at all relevant times
11 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
12 the other employees described in the class definitions below, and exercised control over their
13 wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege
14 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
15 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
16 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
17 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
18 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
19 alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted
20 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
21 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
22 abetted the conduct of all other Defendants.

23 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 15. Plaintiff, Ricardo F. Flores, is a California resident who worked for Defendants in
25 the County of Los Angeles, State of California, as a nursing assistant during the statutory period.
26 During the statutory period, Defendants classified Plaintiff as non-exempt from California's
27 overtime requirements, and paid Plaintiff an hourly wage.

1 16. Plaintiff, Sandra Yvette Lagunas, is a California resident who worked for
2 Defendants in the County of Los Angeles, State of California, as a Patient Access Representative
3 during the statutory period. During the statutory period, Defendants classified Plaintiff as non-
4 exempt from California's overtime requirements, and paid Plaintiff an hourly wage.

5 17. Plaintiff, Stephanie Estela Librado Certeza, is a California resident who worked
6 for Defendants in the County of Los Angeles, State of California, as a Patient Access
7 Representative during the statutory period. During the statutory period, Defendants classified
8 Plaintiff as non-exempt from California's overtime requirements, and paid Plaintiff an hourly
9 wage.

10 18. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
11 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
12 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
13 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
14 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to
15 furnish accurate wage statements to Plaintiffs. As discussed below, Plaintiffs' experience
16 working for Defendants was typical and illustrative.

17 19. Throughout the statutory period, Defendants maintained a policy and practice of
18 not paying Plaintiffs and the Class for all hours worked, including all overtime wages. Plaintiffs
19 and the Class were required to work "off the clock" and uncompensated due to Defendants'
20 rounding practice. For example, Plaintiffs and the Class were required to wait in line in order to
21 clock into work and when returning from meal breaks, off the clock and uncompensated.
22 Plaintiffs and the Class were further required to arrive to work early in order to be prepared to
23 work by the scheduled shift time, and were reprimanded if they were not ready by that time,
24 which included to clock into work. Also throughout the statutory period, Plaintiffs and the Class
25 received non-discretionary bonuses, shift differentials, and other remuneration. However,
26 Defendants failed to incorporate all remuneration when calculating the correct overtime rate of
27 pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment to
28 Plaintiffs and the Class.

1 20. Throughout the statutory period, Defendants have wrongfully failed to provide
2 Plaintiffs and the Class with legally compliant meal periods. Defendants sometimes, but not
3 always, required Plaintiffs and the Class to work in excess of five consecutive hours a day
4 without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five
5 hours of work, or without compensating Plaintiffs and the Class for meal periods that were not
6 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
7 adequately inform Plaintiffs and the Class of their right to take a meal period by the end of the
8 fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.
9 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs and
10 the Class in compliance with California law.

11 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
12 and permit Plaintiffs and the Class to take timely and duty-free rest periods. Defendants
13 sometimes, but not always, required Plaintiffs and the Class to work in excess of four
14 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
15 continuous and uninterrupted, rest period for every four hours of work (or major fraction of four
16 hours), or without compensating Plaintiffs and the Class for rest periods that were not authorized
17 or permitted. Defendants also did not adequately inform Plaintiffs and the Class of their right to
18 take a rest period. Moreover, Defendants did not have adequate policies or practices permitting
19 or authorizing rest periods for Plaintiffs and the Class, nor did Defendants have adequate policies
20 or practices regarding the timing of rest periods. Defendants also did not have adequate policies
21 or practices to verify whether Plaintiffs and the Class were taking their required rest periods.
22 Further, Defendants did not maintain accurate records of employee work periods, and therefore
23 Defendants cannot demonstrate that Plaintiffs and the Class took rest periods during the middle
24 of each work period. Accordingly, Defendants' policy and practice was to not authorize and
25 permit Plaintiffs and the Class to take rest periods in compliance with California law.

26 22. Throughout the statutory period, Defendant failed to pay Plaintiffs for all hours
27 worked because it implemented an unlawful time rounding policy. As a result of Defendant's
28

1 unlawful time rounding policy, Plaintiffs were generally paid for less time than they worked,
2 subjecting Employer to the civil penalties listed in Labor Code sections 1197.1 and 2699.

3 23. Additionally, Defendant illegally rounded Plaintiffs' meal break punches,
4 resulting in late or short meal breaks that falsely appeared compliant. As a result of Employers'
5 illegal meal break punch time rounding scheme, Plaintiffs were not paid premium pay for these
6 non-compliant meal breaks, subjecting Employer to the civil penalties listed in Labor Code
7 sections 558 and 2699.

8 24. Finally, although Defendant recorded the actual number of hours worked by
9 Plaintiffs, it chose to only display the rounded number of hours worked on Plaintiffs' wage
10 statements. As a result, Plaintiffs were unable to determine from their wage statements alone
11 whether they were being paid correctly, or whether the rounding scheme resulted in their being
12 underpaid. Indeed, in order to determine this information for themselves, Plaintiffs would have
13 needed to reference their unrounded time, which was not provided.

14 25. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
15 Class to pay expenses that they incurred in direct discharge of their duties for Defendants without
16 reimbursement, such as the occasional use of personal cellular telephones for work purposes.

17 26. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
18 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
19 and net wages earned (including correct hours worked, correct wages earned for hours worked,
20 correct overtime hours worked, correct wages for meal periods that were not provided in
21 accordance with California law, correct wages for rest periods that were not authorized and
22 permitted to take in accordance with California law, and Defendant's address). Further, the wage
23 statements do not show Defendant's address as required by California law. As a result of these
24 violations of California Labor Code § 226(a), the Plaintiffs and the Class suffered injury because,
25 among other things:

- 26 (a) the violations led them to believe that they were not entitled to be paid
27 minimum wages, overtime wages, meal period premium wages, and rest
28

1 period premium wages to which they were entitled, even though they were
2 entitled;

- 3 (b) the violations led them to believe that they had been paid the minimum,
4 overtime, meal period premium, and rest period premium wages, even
5 though they had not been;
- 6 (c) the violations led them to believe they were not entitled to be paid
7 minimum, overtime, meal period premium, and rest period premium wages
8 at the correct California rate even though they were;
- 9 (d) the violations led them to believe they had been paid minimum, overtime,
10 meal period premium, and rest period premium wages at the correct
11 California rate even though they had not been;
- 12 (e) the violations hindered them from determining the amounts of minimum,
13 overtime, meal period premium, and rest period premium owed to them;
- 14 (f) in connection with their employment before and during this action, and in
15 connection with prosecuting this action, the violations caused them to have
16 to perform mathematical computations to determine the amounts of wages
17 owed to them, computations they would not have to make if the wage
18 statements contained the required accurate information;
- 19 (g) by understating the wages truly due them, the violations caused them to
20 lose entitlement and/or accrual of the full amount of Social Security,
21 disability, unemployment, and other governmental benefits;
- 22 (h) the wage statements inaccurately understated the wages, hours, and wages
23 rates to which Plaintiffs and the Class were entitled, and Plaintiffs and the
24 Class were paid less than the wages and wage rates to which they were
25 entitled.

26 Thus, Plaintiffs and the Class are owed the amounts provided for in California Labor
27 Code § 226(e), including actual damages.

1 **CLASS ACTION ALLEGATIONS**

2 27. Plaintiffs bring certain claims individually, as well as on behalf of each and all
3 other persons similarly situated, and thus, seek class certification under California Code of Civil
4 Procedure § 382.

5 28. All claims alleged herein arise under California law for which Plaintiffs seek relief
6 authorized by California law.

7 29. The proposed Class consists of and is defined as:

8 All persons who worked for any Defendant in California as an hourly, non-
9 exempt employee at any time during the period beginning four years before the
10 filing of the initial complaint in this action and ending when notice to the Class
is sent.

11 30. At all material times, Plaintiffs were members of the Class.

12 31. Plaintiffs undertake this concerted activity to improve the wages and working
13 conditions of all Class Members.

14 32. There is a well-defined community of interest in the litigation and the Class is
15 readily ascertainable:

16 (a) Numerosity: The members of the Class (and each subclass, if any) are so
17 numerous that joinder of all members would be unfeasible and impractical.
18 The membership of the entire Class is unknown to Plaintiffs at this time,
19 however, the Class is estimated to be greater than 100 individuals and the
20 identity of such membership is readily ascertainable by inspection of
21 Defendants' records.

22 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
23 protect the interests of each Class Member with whom there is a shared,
24 well-defined community of interest, and Plaintiffs' claims (or defenses, if
25 any) are typical of all Class Members' claims as demonstrated herein.

26 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
27 protect the interests of each Class Member with whom there is a shared,
28 well-defined community of interest and typicality of claims, as

1 demonstrated herein. Plaintiffs have no conflicts with or interests
2 antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class
3 counsel, are versed in the rules governing class action discovery,
4 certification, and settlement. Plaintiffs have incurred, and throughout the
5 duration of this action, will continue to incur costs and attorneys' fees that
6 have been, are, and will be necessarily expended for the prosecution of this
7 action for the substantial benefit of each class member.

8 (d) Superiority: A Class Action is superior to other available methods for the
9 fair and efficient adjudication of the controversy, including consideration
10 of:

- 11 1) The interests of the members of the Class in individually
12 controlling the prosecution or defense of separate actions;
- 13 2) The extent and nature of any litigation concerning the controversy
14 already commenced by or against members of the Class;
- 15 3) The desirability or undesirability of concentrating the litigation of
16 the claims in the particular forum; and
- 17 4) The difficulties likely to be encountered in the management of a
18 class action.

19 (e) Public Policy Considerations: The public policy of the State of California
20 is to resolve the California Labor Code claims of many employees through
21 a class action. Indeed, current employees are often afraid to assert their
22 rights out of fear of direct or indirect retaliation. Former employees are
23 also fearful of bringing actions because they believe their former
24 employers might damage their future endeavors through negative
25 references and/or other means. Class actions provide the class members
26 who are not named in the complaint with a type of anonymity that allows
27 for the vindication of their rights at the same time as their privacy is
28 protected.

1 33. There are common questions of law and fact as to the Class (and each subclass, if
2 any) that predominate over questions affecting only individual members, including without
3 limitation, whether, as alleged herein, Defendants have:

- 4 (a) Failed to pay Class Members for all hours worked, including minimum
5 wages, and overtime wages;
- 6 (b) Failed to provide meal periods and pay meal period premium wages to
7 Class Members;
- 8 (c) Failed to authorize and permit rest periods and pay rest period premium
9 wages to Class Members;
- 10 (d) Failed to promptly pay all wages due to Class Members upon their
11 discharge or resignation;
- 12 (e) Failed to maintain accurate records of all hours Class Members worked,
13 and all meal periods Class Members took or missed;
- 14 (f) Failed to reimburse Class Members for all necessary business expenses;
15 and
- 16 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
17 result of their illegal conduct as described above.

18 34. This Court should permit this action to be maintained as a class action pursuant to
19 California Code of Civil Procedure § 382 because:

- 20 (a) The questions of law and fact common to the Class predominate over any
21 question affecting only individual members;
- 22 (b) A class action is superior to any other available method for the fair and
23 efficient adjudication of the claims of the members of the Class;
- 24 (c) The members of the Class are so numerous that it is impractical to bring all
25 members of the class before the Court;
- 26 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
27 effective and economic legal redress unless the action is maintained as a
28 class action;

- 1 (e) There is a community of interest in obtaining appropriate legal and
2 equitable relief for the statutory violations, and in obtaining adequate
3 compensation for the damages and injuries for which Defendants are
4 responsible in an amount sufficient to adequately compensate the members
5 of the Class for the injuries sustained;
- 6 (f) Without class certification, the prosecution of separate actions by
7 individual members of the class would create a risk of:
- 8 1) Inconsistent or varying adjudications with respect to individual
9 members of the Class which would establish incompatible standards
10 of conduct for Defendants; and/or
- 11 2) Adjudications with respect to the individual members which would,
12 as a practical matter, be dispositive of the interests of other
13 members not parties to the adjudications, or would substantially
14 impair or impede their ability to protect their interests, including but
15 not limited to the potential for exhausting the funds available from
16 those parties who are, or may be, responsible Defendants; and,
- 17 (g) Defendants have acted or refused to act on grounds generally applicable to
18 the Class, thereby making final injunctive relief appropriate with respect to
19 the class as a whole.

20 35. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
21 the Class that would set forth the subject and nature of the instant action. The Defendants' own
22 business records may be utilized for assistance in the preparation and issuance of the
23 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
24 contemplate the use of additional techniques and forms commonly used in class actions, such as
25 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
26 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

27 /////

28 /////

PAGA ALLEGATIONS

36. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the 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 the procedures outlined in Labor Code section 2699.3.

37. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

38. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

39. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

40. On June 12, 2023, Plaintiffs provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

41. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiffs with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiffs seek PAGA Penalties on behalf of all Aggrieved Employees.

42. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to 6/12/23, through final disposition of this action.”

1 **FIRST CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

3 43. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
4 1 through 42 in this Complaint.

5 44. "Hours worked" is the time during which an employee is subject to the control of
6 an employer, and includes all the time the employee is suffered or permitted to work, whether or
7 not required to do so.

8 45. At all relevant times herein mentioned, Defendants knowingly failed to pay to
9 Plaintiffs and the Class compensation for all hours they worked. By their failure to pay
10 compensation for each hour worked as alleged above, Defendants willfully violated the
11 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
12 Orders, which require such compensation to non-exempt employees.

13 46. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for
14 all non-overtime hours worked for Defendants.

15 47. By and through the conduct described above, Plaintiffs and the Class have been
16 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

17 48. By virtue of the Defendants' unlawful failure to pay additional compensation to
18 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class
19 suffered, and will continue to suffer, damages in amounts which are presently unknown to
20 Plaintiffs and the Class, but which exceed the jurisdictional minimum of this Court, and which
21 will be ascertained according to proof at trial.

22 49. By failing to keep adequate time records required by California Labor Code §
23 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
24 compensation due Plaintiffs and the Class.

25 50. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are
26 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
27 wages.
28

1 51. California Labor Code section 204 requires employers to provide employees with
2 all wages due and payable twice a month. Throughout the statute of limitations period applicable
3 to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates
4 required by law, including minimum wages. However, during all such times, Defendants
5 systematically failed and refused to pay Plaintiffs and the Class all such wages due, and failed to
6 pay those wages twice a month.

7 52. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
8 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
9 218.5, 218.6, and 1194(a).

10 **SECOND CAUSE OF ACTION**

11 **(Against all Defendants for Failure to Pay Overtime Wages)**

12 53. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 52 in this Complaint.

14 54. California Labor Code § 510 provides that employees in California shall not be
15 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
16 they receive additional compensation beyond their regular wages in amounts specified by law.

17 55. California Labor Code §§ 1194 and 1198 provide that employees in California
18 shall not be employed more than eight hours in any workday unless they receive additional
19 compensation beyond their regular wages in amounts specified by law. Additionally, California
20 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
21 by the Industrial Welfare Commission is unlawful.

22 56. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
23 hours in a workday, as employees of Defendants.

24 57. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
25 overtime compensation for the hours they have worked in excess of the maximum hours
26 permissible by law as required by California Labor Code § 510 and 1198. Plaintiffs and the
27 Class are regularly required to work overtime hours.

28 58. By virtue of Defendants' unlawful failure to pay additional premium rate

1 compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the
2 Class have suffered, and will continue to suffer, damages in amounts which are presently
3 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
4 ascertained according to proof at trial.

5 59. By failing to keep adequate time records required by Labor Code § 1174(d),
6 Defendants have made it difficult to calculate the full extent of overtime compensation due to
7 Plaintiffs and the Class.

8 60. Plaintiffs and the Class also request recovery of overtime compensation according
9 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
10 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
11 California Labor Code and/or other statutes.

12 61. California Labor Code § 204 requires employers to provide employees with all
13 wages due and payable twice a month. The Wage Orders also provide that every employer shall
14 pay to each employee, on the established payday for the period involved, overtime wages for all
15 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the
16 Class with all compensation due, in violation of California Labor Code § 204.

17 **THIRD CAUSE OF ACTION**

18 **(Against All Defendants for Failure to Provide Meal Periods)**

19 62. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
20 paragraphs 1 through 61 in this Complaint.

21 63. Under California law, Defendants have an affirmative obligation to relieve the
22 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
23 start of Plaintiffs and the Class's sixth hour of work in a workday, and to take their second meal
24 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
25 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
26 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
27 violation of Section 226.7 of the California Labor Code for an employer to require any employee
28 to work during any meal period mandated under any Wage Order.

1 64. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
2 and the Class with both meal periods as required by California law. By their failure to permit
3 and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact
4 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
5 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
6 the applicable Wage Orders.

7 65. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
8 additional wages for each workday he or she was not provided with all required meal period(s),
9 plus interest thereon.

10 **FOURTH CAUSE OF ACTION**

11 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

12 66. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 65 in this Complaint.

14 67. Defendants are required by California law to authorize and permit breaks of 10
15 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
16 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that
17 the employer permit and authorize all employees to take paid rest periods of 10 minutes each for
18 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
19 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
20 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of
21 the California Labor Code for an employer to require any employee to work during any rest
22 period mandated under any Wage Order.

23 68. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
24 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
25 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as
26 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
27 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of
28 the California Labor Code and the applicable Wage Orders.

69. Under California law, Plaintiffs and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Necessary Business Expenses)

70. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 66 in this Complaint.

71. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiffs and the Class for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

72. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

73. Plaintiffs and the class they represent are entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

SIXTH CAUSE OF ACTION

(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

74. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 73 in this Complaint.

75. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned, including but not limited to earned and unpaid vacation, at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

1 76. Within the applicable statute of limitations, the employment of Plaintiff and many
2 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
3 employment of others will be. However, during the relevant time period, Defendants failed, and
4 continue to fail to pay terminated Class Members, without abatement, all wages required to be
5 paid by California Labor Code sections 201 and 202 either at the time of discharge, or within
6 seventy-two (72) hours of their leaving Defendants' employ.

7 77. Defendants' failure to pay Plaintiffs and those Class members who are no longer
8 employed by Defendants their wages earned and unpaid at the time of discharge, or within
9 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
10 Code §§ 201 and 202.

11 78. California Labor Code § 203 provides that if an employer willfully fails to pay
12 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
13 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
14 commenced; but the wages shall not continue for more than thirty (30) days.

15 79. Plaintiffs and the Class are entitled to recover from Defendants their additionally
16 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days
17 maximum pursuant to California Labor Code § 203.

18 80. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs and the
19 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
20 incurred in this action.

21 **SEVENTH CAUSE OF ACTION**

22 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 23 **Compliant Wage Records)**

24 81. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
25 1 through 80 in this Complaint.

26 82. At all material times set forth herein, California Labor Code § 226(a) provides that
27 every employer shall furnish each of his or her employees an accurate itemized wage statement
28 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours

1 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
2 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
3 on written orders of the employee may be aggregated and shown as one item, (5) net wages
4 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
5 employee and the last four digits of his or her social security number or an employee
6 identification number other than a social security number, (8) the name and address of the legal
7 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
8 the corresponding number of hours worked at each hourly rate by the employee.

9 83. Defendants have intentionally and willfully failed to provide employees with
10 complete and accurate wage statements. The deficiencies include, among other things, the
11 failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list
12 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

13 84. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs
14 and the Class have suffered injury and damage to their statutorily-protected rights.

15 85. Specifically, Plaintiffs and the members of the Class have been injured by
16 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
17 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
18 statements under California Labor Code § 226(a).

19 86. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
20 time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as
21 a result of having to bring this action to attempt to obtain correct wage information following
22 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
23 laws and regulations.

24 87. Plaintiffs and the Class are entitled to recover from Defendants their actual
25 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

26 88. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
27 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor
28 Code § 226(h).

1 **EIGHTH CAUSE OF ACTION**

2 **(Against all Defendants for Violation of California**

3 **Business & Professions Code §§ 17200, et seq.)**

4 89. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
5 1 through 88 in this Complaint.

6 90. Defendants, and each of them, are “persons” as defined under California Business
7 & Professions Code § 17201.

8 91. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
9 unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs
10 seek to enforce important rights affecting the public interest within the meaning of Code of Civil
11 Procedure § 1021.5.

12 92. Defendants’ activities, as alleged herein, are violations of California law, and
13 constitute unlawful business acts and practices in violation of California Business & Professions
14 Code §§ 17200, *et seq.*

15 93. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
16 predicated on the violation of any state or federal law. All of the acts described herein as
17 violations of, among other things, the California Labor Code, are unlawful and in violation of
18 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
19 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
20 California Business & Professions Code §§ 17200, *et seq.*

21 **Failure to Pay Minimum Wages**

22 94. Defendants’ failure to pay minimum wages, and other benefits in violation of the
23 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
24 Business & Professions Code §§ 17200, *et seq.*

25 **Failure to Pay Overtime Wages**

26 95. Defendants’ failure to pay overtime compensation and other benefits in violation
27 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
28 prohibited by California Business & Professions Code §§ 17200, *et seq.*

1 **Failure to Maintain Accurate Records of All Hours Worked**

2 96. Defendants' failure to maintain accurate records of all hours worked in accordance
3 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
4 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

5 **Failure to Provide Meal Periods**

6 97. Defendants' failure to provide meal periods in accordance with California Labor
7 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
8 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

9 **Failure to Authorize and Permit Rest Periods**

10 98. Defendants' failure to authorize and permit rest periods in accordance with
11 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
12 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

13 **Failure to Indemnify Necessary Business Expenses**

14 99. Defendants' failure to indemnify employees for necessary business expenses in
15 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
16 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
17 17200, *et seq.*

18 **Failure to Provide Accurate Itemized Wage Statements**

19 100. Defendants' failure to provide accurate itemized wage statements in accordance
20 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
21 prohibited by California Business & Professions Code §§ 17200, *et seq.*

22 101. By and through their unfair, unlawful and/or fraudulent business practices
23 described herein, the Defendants, have obtained valuable property, money and services from
24 Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons
25 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

26 102. Plaintiffs and the Class Members suffered monetary injury as a direct result of
27 Defendants' wrongful conduct.

28 103. Plaintiffs, individually, and on behalf of members of the putative Class, are

1 entitled to, and do, seek such relief as may be necessary to disgorge money and/or property
2 which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been
3 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.
4 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
5 practices of Defendants in order to recover restitution.

6 104. Plaintiffs, individually, and on behalf of members of the putative class, are further
7 entitled to and do seek a declaration that the above described business practices are unfair,
8 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
9 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
10 practices in the future.

11 105. Plaintiffs, individually, and on behalf of members of the putative class, have no
12 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
13 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
14 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
15 above, Plaintiffs, individually, and on behalf of members of the putative Class, has suffered and
16 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
17 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

18 106. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth
19 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
20 withholdings.

21 107. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs
22 and putative Class Members are entitled to restitution of the wages withheld and retained by
23 Defendants during a period that commences four years prior to the filing of this complaint; a
24 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
25 Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure §
26 1021.5 and other applicable laws; and an award of costs.

27 ////

28 ////

1 **NINTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiffs and the Aggrieved Employees Against All Defendants**

4 108. Plaintiffs incorporate by reference the paragraphs above.

5 109. PAGA permits Plaintiffs and the Aggrieved Employees to recover civil penalties
6 for the violation(s) of the Labor Code.

7 110. As alleged herein, Defendants' conduct violates numerous sections of the Labor
8 Code.

9 111. With respect to violations of Labor Code sections 226.7 and 558 for Defendants'
10 failure to provide Plaintiffs and the Aggrieved Employees with compliant meal periods or
11 compensation in lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

12 112. With respect to violations of Labor Code section 226.7 for Defendants' failure to
13 provide Plaintiffs and the Aggrieved Employees with compliant rest periods or compensation in
14 lieu thereof, the penalties in Labor Code section 2699 apply.

15 113. With respect to violations of Labor Code section 510 for Defendants' failure to
16 compensate Plaintiffs and the Aggrieved Employees for all overtime wages earned, the penalties
17 in Labor Code sections 558, 1197.1, and 2699 apply.

18 114. With respect to violations of Labor Code section 226(a) for failure to provide
19 accurate wage statements to Plaintiffs and the Aggrieved Employees, the penalties in Labor Code
20 sections 226.3 and 2699 apply.

21 115. With respect to violations of Labor Code section 2802 for failure to reimburse
22 Plaintiffs and the Aggrieved Employees for all work-related expenses, the penalties in Labor
23 Code section 2699 apply.

24 116. With respect to violations of Labor Code section 1197.1 for unlawful rounding,
25 the penalties in Labor Code section 2699 apply.

26 117. Additionally, Plaintiffs and the Aggrieved Employees are entitled to attorney's
27 fees pursuant to Labor Code section 2699(g).

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1 **TENTH CAUSE OF ACTION**

2 **UNPAID WAGES AND OVERTIME WAGES UNDER THE FLSA**

3 **29 U.S.C. §§206, 207(a)**

4 **(Collective Action for Unpaid Wages by All Plaintiffs Against All Defendants)**

5 118. Plaintiffs re-allege and incorporate by reference herein the allegations of all
6 preceding paragraphs 1-117 as though fully set forth herein.

7 119. Plaintiffs bring this action on behalf of themselves and other members of the
8 proposed FLSA Class as a collective action pursuant to 29 U.S.C. § 216(b), under the FLSA, 29
9 U.S.C. § 201 et seq.

10 120. At all relevant times, each Defendant has been, and continues to be, an “employer”
11 engaged in interstate “commerce” within the meaning of the FLSA, 29 U.S.C. § 203. At all
12 relevant times, Defendant has employed all members of the proposed FLSA Class as
13 “employees” within the meaning of the FLSA, 29 U.S.C. § 203.

14 121. Plaintiffs are informed, and believe, and thereon allege, that Defendant’s hourly
15 employees were not paid at least the applicable minimum wage for all hours worked in violation
16 of the Fair Labor Standards Act. Further, Plaintiffs are informed, and believe, and thereon allege
17 that Defendant's hourly employees worked in excess of forty (40) hours per workweek without
18 receiving the proper straight time (minimum wage) or overtime compensation at the employee’s
19 regular rate for such excess hours worked in violation of the Fair Labor Standards Act, and that
20 Plaintiffs and the hourly employees were not properly paid overtime under the Eight (8) and
21 Eighty (80) overtime system available to healthcare employers.

22 122. Pursuant to the FLSA, 29 U.S.C. § 216(b), Plaintiffs and the collective class
23 members they seek to represent are entitled to their unpaid compensation as well as liquidated
24 damages equal to the amount of unpaid compensation, interest, costs, and attorneys' fees.

25 123. By virtue of the Defendants’ unlawful and willful failure to comply with the
26 FLSA, Plaintiffs and all others similarly situated are owed all their unpaid overtime, liquidated
27 damages, interest, and attorneys' fees, according to proof at trial.

1 **PRAYER FOR RELIEF**

2 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
3 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
4 follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action with respect to the First, Second,
7 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
8 2. That Plaintiffs be appointed as the representatives of the Class; and
9 3. That counsel for Plaintiffs be appointed as Class Counsel.

10 **As to the First Cause of Action**

- 11 4. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
13 minimum wages due;
14 5. For general unpaid wages as may be appropriate;
15 6. For pre-judgment interest on any unpaid compensation commencing from the date
16 such amounts were due;
17 7. For liquidated damages;
18 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
19 California Labor Code § 1194(a); and,
20 9. For such other and further relief as the Court may deem equitable and appropriate.

21 **As to the Second Cause of Action**

- 22 10. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
24 overtime wages due;
25 11. For general unpaid wages at overtime wage rates as may be appropriate;
26 12. For pre-judgment interest on any unpaid overtime compensation commencing
27 from the date such amounts were due;
28 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 1194(a); and,

2 14. For such other and further relief as the Court may deem equitable and appropriate.

3 As to the Third Cause of Action

4 15. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

6 16. For unpaid meal period premium wages as may be appropriate;

7 17. For pre-judgment interest on any unpaid compensation commencing from the date
8 such amounts were due;

9 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
10 and for costs of suit incurred herein; and

11 19. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Fourth Cause of Action

13 20. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

15 21. For unpaid rest period premium wages as may be appropriate;

16 22. For pre-judgment interest on any unpaid compensation commencing from the date
17 such amounts were due;

18 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
19 and for costs of suit incurred herein; and

20 24. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Fifth Cause of Action

22 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
23 2802 and the IWC Wage Orders;

24 26. For general unpaid wages and reimbursement of business expenses as may be
25 appropriate;

26 27. For pre-judgment interest on any unpaid compensation commencing from the date
27 such amounts were due;

28 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

31. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

32. For pre-judgment interest on any unpaid wages from the date such amounts were due;

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

38. For reasonable attorneys' fees and for costs of suit incurred herein; and

39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

1 41. For restitution of unpaid wages to Plaintiffs and all Class Members and
2 prejudgment interest from the day such amounts were due and payable;

3 42. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

6 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
7 California Code of Civil Procedure § 1021.5;

8 44. For injunctive relief to ensure compliance with this section, pursuant to California
9 Business & Professions Code §§ 17200, *et seq.*; and,

10 45. For such other and further relief as the Court may deem equitable and appropriate.

11 As to the Ninth Cause of Action

12 46. All applicable civil penalties available pursuant to Labor Code section 2698, *et*
13 *seq.*

14 47. Attorneys' fees

15 48. Costs

16 49. Other relief the court deems proper

17 As to the Tenth Cause of Action

18 50. For compensatory damages in an amount according to the proof representing the
19 amount of unpaid compensation owed thereto;

20 51. For interest on any compensation due from the day such amounts were due;

21 52. For reasonable attorney's fees and costs pursuant to 29 U.S.C. 216(b); and

22 53. For liquidated damages and penalties.

23 As to all Causes of Action

24 54. For any additional relief that the Court deems just and proper.

1 Dated: October 7, 2025

Respectfully submitted,

2 **MOON LAW GROUP, PC**
3 **JANELLE CARNEY – ATTORNEY AT LAW, APC**
4 **FRONTIER LAW CENTER**

5 By:



6 Janelle Carney,
7 Attorney for Plaintiffs
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On October 7, 2025, I served the foregoing document described as:

CONSOLIDATED CLASS ACTION COMPLAINT

on INTERESTED PARTIES in this action as stated below:

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Tyler J. Johnson, Esq.
Chenxi Abby Lu, Esq.
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XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: [Janelle @janellecarneylaw.com](mailto:Janelle@janellecarneylaw.com)

Executed on October 7, 2025, at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Janelle Carney