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County of Los Angeles
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Attorneys for Plaintiff GUADALUPE D. LARIOS
on behalf of herself and others similarly situated

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

GUADALUPE D. LARIOS, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

IHEALTH LABS INC., a California
corporation; SILICON VALLEY
TECHNICAL STAFFING, a California
corporation; and DOES 1 to 10, inclusive,

Defendants.

CASE NO. 23STCV14481

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. Failure to Pay Overtime Wages in Violation of Labor Code sections 510 and 1198;**
- 2. Failure to pay all Wages and Minimum Wages in Violation of Labor Code sections 221, 223, 1182, 1194, 1197, and 1198;**
- 3. Failure to Provide Compliant Meal Periods or to Pay Meal Period Premiums in Lieu Thereof in Violation of Labor Code Sections 226.7, 512;**
- 4. Failure to Provide Compliant Rest Periods or to Pay Rest Period Premiums in Lieu Thereof in Violation of Labor Code Sections 226.7, 512;**
- 5. Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of Labor Code section 226(a) and Failure to Maintain Accurate Records;**
- 6. Waiting Time Penalties Pursuant to Labor Code sections 201 and 203;**
- 7. Failure to Reimburse Business Expenses in Violation of Labor Code section 2802;**
- 8. Violations of Business & Professions Code section 17200 et seq; and,**
- 9. Civil Penalties Pursuant to PAGA Labor Code §§ 2698, et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff, GUADALUPE D. LARIOS (hereinafter “Plaintiff”) hereby submits her Second
2 Amended Complaint against Defendants IHEALTH LABS INC., a California corporation;
3 SILICON VALLEY TECHNICAL STAFFING, a California corporation; and DOES 1 to 10
4 (hereinafter referred to as “Defendant”) on behalf of herself and the class of all other similarly
5 situated current and former employees of Defendants as follows:

6 **NATURE OF THE CASE**

7 1. This is a class action arising out of Defendant’s failure to provide their non-exempt
8 employees with all wages, by failing to reimburse business expenses, and by failing to comply with
9 the applicable wage order and/or the Labor Code regarding the payment of wages.

10 2. iHealth Labs is a designer and manufacturer of mobile personal healthcare products
11 and is headquartered in San Jose, California. Silicon Valley Technical Staffing is a staffing
12 company headquartered in Oakland, California. At all relevant times, Defendants issued and
13 maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-
14 exempt, hourly paid employees in California, including Plaintiff and others similarly situated,
15 regardless of their location or position.

16 3. Defendants have maintained practices across its locations which have failed and
17 continue to fail to provide Plaintiff and other non-exempt employees with all wages. Specifically,
18 Defendants maintained policies whereby it rounded hours worked. This has resulted in unpaid
19 wages including overtime wages.

20 4. In light of the foregoing, Defendant failed to provide accurate wage statements and
21 failed to timely pay final wages upon termination or separation from employment.

22 5. Moreover, Defendant also failed to reimburse Plaintiff and other non-exempt
23 employees for business related expenses, including but not limited to cellphone related expenses.

24 6. Plaintiff brings Causes of Action One through Eight (the “class claims”) as a class
25 action on behalf of herself and other similarly situated individuals who have worked for
26 Defendants in California, at any time from four-years prior to the filing of this complaint, through
27 the resolution of this action. Plaintiff, on her own behalf and on behalf of all Class Members,
28 brings the class claims pursuant to Labor Code sections 200-203, 221, 223, 226, 226.7, 500, 510,

1 512, 1174, 1194, 1194.2, 1197, 1198, 2802, the applicable wage order and under Business &
2 Professions Code sections 17200-17208, for unfair competition due to Defendant's unlawful,
3 unfair and fraudulent business acts and practices.

4 7. Plaintiff brings Cause of Action Nine as a proxy of the State of California on behalf
5 of other aggrieved employees for penalties under the Private Attorneys General Act (PAGA).
6 PAGA provides that any civil penalty assessed and collected by the Labor and Workforce
7 Development Agency (LWDA) for violations of applicable provisions of the California Labor
8 Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee
9 on behalf of herself and other current or former employees pursuant to procedures outlined in
10 California Labor Code § 2699.3. PAGA also provides that an aggrieved employee can bring a civil
11 action on behalf of other aggrieved employees for violation of any other Labor Code provision that
12 does not itself contain a civil penalty, in which case the civil penalties are assessed at \$100 for each
13 aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee
14 per pay period for each subsequent violation.

15 8. On June 21, 2023, Plaintiff provided written notice to the LWDA and by certified
16 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
17 violated, including the facts and theories to support the alleged violations. More than 65 calendar
18 days have passed since the date notice was provided to the LWDA and Defendant. Accordingly,
19 Plaintiff has satisfied the administrative prerequisites under California Labor Code Section
20 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code
21 identified in this Second Amended Complaint.

22 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
23 engaged in, among other things a system of willful violations of the Labor Code and the applicable
24 IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny
25 employees the above stated rights and benefits.

26 **PARTIES**

27 10. Plaintiff, GUADALUPE D. LARIOS is an individual over the age of eighteen (18)
28 and is now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary

1 of the State of California. During the relevant time period, Plaintiff was assigned to work for
2 iHealth in Irwindale, California for approximately six months until approximately March 3, 2023.
3 Plaintiff worked as a janitor and earned approximately \$17 per hour.

4 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant
5 IHEALTH LABS INC., is a California corporation. Plaintiff is further informed and believes that
6 at all times relevant hereto, Defendant has transacted, and continues to transact, business
7 throughout the State of California.

8 12. Plaintiff is informed and believes, and based thereon alleges, that Defendant
9 SILICON VALLEY TECHNICAL STAFFING, is a California corporation. Plaintiff is further
10 informed and believes that at all times relevant hereto, Defendant has transacted, and continues to
11 transact, business throughout the State of California.

12 13. Plaintiff is informed and believes, and based upon such information and belief
13 alleges, that Defendants are, now and/or at all times mentioned in this Complaint was in some
14 manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

15 14. Plaintiff is further informed and believes, and based upon such information and
16 belief alleges, that at all times herein mentioned, Defendants proximately caused Plaintiff, all
17 others similarly situated, and the general public to be subjected to the unlawful practices, wrongs,
18 complaints, injuries and/or damages alleged in this Complaint.

19 15. Plaintiff is informed and believes and based thereon alleges, that at all times herein
20 mentioned Defendants and DOES 1 through 10, are and were corporations, business entities,
21 individuals, and partnerships, licensed to do business and actually doing business in the State of
22 California.

23 16. Plaintiff does not know the true names or capacities, whether individual, partner or
24 corporate, of the Defendants sued herein as DOES 1 through 10, inclusive, and for that reason, said
25 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
26 complaint when the true names and capacities are known. Plaintiff is informed and believes and
27 based thereon alleges that each of said fictitious Defendants were responsible in some way for the
28 matters alleged herein and proximately caused Plaintiff and members of the general public and

1 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

2 17. At all times herein mentioned, each of said Defendants participated in the doing of
3 the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
4 Defendants, and each of them, were the agents, servants and employees of each of the other
5 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
6 within the course and scope of said agency and employment.

7 18. Plaintiff is informed and believes, and based thereon alleges, that at all times
8 material hereto, each of the Defendants named herein were the agent, employee, alter ego and/or
9 joint venturer of, or working in concert with each of the other co-Defendants and were acting
10 within the course and scope of such agency, employment, joint venture, or concerted activity. To
11 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
12 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
13 Defendants.

14 19. At all times herein mentioned, Defendants, and each of them, were members of, and
15 engaged in, a joint venture, partnership and common enterprise, and acting within the course and
16 scope of, and in pursuance of, said joint venture, partnership and common enterprise.

17 20. At all times herein mentioned, the acts and omissions of various Defendants, and
18 each of them, concurred and contributed to the various acts and omissions of each and all of the
19 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
20 herein mentioned, Defendants, and each of them, ratified each and every act or omission
21 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
22 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
23 damages as herein alleged.

24 21. The members of the Classes (as defined below), including the representative
25 Plaintiff named herein, have been employed during the Class Period in California. The practices
26 and policies which are complained of by way of this Complaint are enforced throughout the State
27 of California.

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1 **JURISDICTION AND VENUE**

2 22. The Court has jurisdiction over this class action pursuant to article 6, section 10 of
3 the California Constitution and Code of Civil Procedure section 410.10.

4 23. Additionally, this Court has jurisdiction over Plaintiff's and the Classes' claims for
5 injunctive relief, including restitution of earned wages, arising from Defendants' unfair
6 competition under Business & Professions Code section 17203 and 17204. The Court also has
7 jurisdiction over Plaintiff's and the Class's claims pursuant to the applicable provisions.

8 24. The Court has jurisdiction over Defendants because they are authorized to do
9 business in the State of California and are registered with the California Secretary of State.
10 Defendant does sufficient business with sufficient minimum contacts in California, and/or
11 otherwise intentionally avails itself of the California market through the advertising, marketing and
12 sale of goods and services, to render the exercise of jurisdiction over Defendant by the California
13 court consistent with traditional notions of fair play and substantial justice.

14 25. Venue is proper in Los Angeles County because the acts which give rise to this
15 litigation occurred in this county and because Defendant has employed class members in this
16 county and transacts business in this county.

17 **FACTUAL ALLEGATIONS**

18 26. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

19 ***Defendants' Failure to Pay Overtime Wages***

20 27. During the Class Period, upon information and belief, Defendants had, and continue
21 to have, a company-wide policy of rounding Plaintiff's and class members' hours worked.
22 Specifically, Defendants rounded Plaintiff's hours worked and only paid for hours of her assigned
23 shift, regardless of whether Plaintiff worked outside of these hours.

24 28. Because Plaintiff and members of the Classes worked shifts of eight (8) hours a day
25 or more or forty (40) hours a week or more, some of this time qualified for overtime premium pay.

26 29. Therefore, Plaintiff and members of the Classes were not paid overtime wages for
27 all of the overtime hours they actually worked.

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1 ***Defendants' Failure to Pay all Wages and Minimum Wages***

2 30. As stated above, during the relevant time period, as a result of Defendants' policy of
3 rounding hours worked, Plaintiff and class members were not paid all wages.

4 31. Thus, Defendants did not pay at least minimum wages for all hours worked by
5 Plaintiff and members of the Classes.

6 ***Defendants' Failure to Provide Compliant Wage Statements***

7 32. During the relevant time period, Defendants have knowingly and intentionally
8 provided Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage
9 statements. For example, Defendants issued uniform wage statements to Plaintiff and members of
10 the Classes that fail to correctly list: gross wages earned; total hours worked; net wages earned; and
11 all applicable hourly rates in effect during the pay period, including rates of pay for overtime
12 wages and the corresponding number of hours worked at each hourly rate.

13 33. Because Defendants did not record all the time Plaintiff and members of the Classes
14 spent working Defendants did not list the correct amount of gross wages and net wages earned by
15 Plaintiff and members of the Classes in compliance with Labor Code sections 226(a)(1) and
16 226(a)(5), respectively.

17 34. For the same reason, Defendants failed to accurately list the total number of hours
18 worked by Plaintiff and members of the Classes and failed to list the applicable hourly rates of pay
19 in effect during the pay period and the corresponding accurate number of hours worked at each
20 hourly rate.

21 35. Because Defendants failed to provide the correct net and gross wages earned,
22 applicable rates of pay, and number of total hours worked on wage statements, Plaintiff and
23 members of the Classes have been prevented from verifying, solely from information on the wage
24 statements themselves, that they were paid correctly and in full. Instead, Plaintiff and members of
25 the Classes have had to look to sources outside of the wage statements themselves and reconstruct
26 time records to determine whether in fact they were paid correctly and the extent of underpayment,
27 thereby causing them injury.

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1 ***Defendant's Failure to Provide Compliant Meal Periods***

2 36. Plaintiff is further informed and believes, and based thereon alleges, that as a matter
3 of policy and/or practice, Defendant routinely failed to provide Plaintiff and the members of the
4 plaintiff class, with meal periods during which they were relieved of all duties, by requiring them
5 to remain on duty.

6 37. Specifically, Plaintiff and aggrieved employees did not clock in or out for meal
7 breaks. Further, meal breaks were typically missed, late or interrupted. Plaintiff and aggrieved
8 employees would work more than five hours without a meal period.

9 38. Throughout the Class Period, Defendant regularly:

- 10 a. Failed to provide Plaintiff and the members of the plaintiff class with a first meal
11 period of not less than thirty (30) minutes during which they are relieved of all duty
12 before working more than five (5) hours;
13 b. Failed to provide Plaintiff and the members of the plaintiff class with a second meal
14 period of not less than thirty (30) minutes during which they are relieved of all duty
15 before working more than ten (10) hours per day;
16 c. Failed to pay Plaintiff and the members of the plaintiff class one hour of pay at their
17 regular rate of compensation for each workday that a meal period was not provided;
18 and
19 d. Failed to accurately record all meal periods.

20 ***Defendant's Failure to Provide Compliant Rest Periods***

21 39. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed
22 to effectively communicate California rest period requirements to Plaintiff and the members of the
23 plaintiff class. Plaintiff is further informed and believes and based thereon alleges that throughout
24 the relevant time period Defendant failed to provide paid rest periods.

25 40. Throughout the Class Period, Plaintiff and the members of the plaintiff class were
26 routinely denied the rest breaks they were entitled to under California law.

27 41. Specifically, throughout the Class Period, Defendant regularly:

- 28 a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the
members of the plaintiff class were relieved of all duty for each four (4) hours of

1 work and able to take rest periods within the middle of the shift; and,

- 2 b. Failed to pay Plaintiff and the members of the plaintiff class one (1) hour of pay at
3 their regular rate of compensation for each workday that a rest period was not
4 permitted.

5 ***Defendants' Failure to Timely Pay Final Wage Upon Termination***

6 42. Defendants willfully failed to pay Plaintiff and members of the Classes who are no
7 longer employed by Defendant the earned and unpaid wages set forth above, including but not
8 limited to, overtime wages and minimum wages, either at the time of discharge, or within seventy-
9 two (72) hours of their leaving Defendant's employ.

10 ***Defendant's Failure to Reimburse Business Expenses***

11 43. During the relevant time period, Defendants had a company-wide policy whereby
12 management would send Plaintiff and members of the Classes various instructions to their personal
13 cellphones.

14 44. Although Defendants required Plaintiff and members of the Classes to use their
15 personal phones to carry out their work-related duties, Defendants failed to reimburse them for this
16 cost. Defendants could have provided Plaintiff and members of the Classes with the actual tools for
17 use on the job, such as supplied phones or provided a phone allowance. Instead, Defendants passed
18 these operating costs off onto Plaintiff and members of the Classes.

19 ***Facts Regarding Willfulness***

20 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants are
21 and were advised by skilled lawyers, other professionals, employees with human resources
22 background and advisors with knowledge of the requirements of California wage and hour laws
23 and that at all relevant times, Defendants knew or should have known, that the Plaintiff Class
24 Members, including Plaintiff, were and are entitled to receive pay for all hours worked, accurate
25 itemized wage statements, and final pay in a timely manner.

26 ***Unfair Business Practices***

27 46. Defendants have further engaged in, and continues to engage in, unfair business
28 practices in California by practicing, employing, and utilizing the unlawful employment practices

and policies outlined above.

47. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to perform their obligations under state law, all to Plaintiff's and the Plaintiff Class members' respective damage in amounts according to proof at the time of trial.

Plaintiff's Exhaustion of Administrative Remedies

48. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3.

49. By letter dated June 21, 2023, required notice was provided to the Labor and Workforce Development Agency ("LWDA") and Defendant, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

50. More than sixty-five (65) days have passed since the date the notice was mailed to Defendant and the LWDA, and Plaintiff has received no response from the LWDA indicating that it plans to investigate.

51. Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code Section 2699.3(a) to recover civil penalties against Defendant for violations of California Labor Code identified in this Second Amended Complaint.

CLASS ACTION ALLEGATIONS

52. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

53. Pursuant to Code of Civil Procedure section 382, this action is brought and may be properly maintained as a class action. This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

54. Plaintiff brings this suit as a class action on behalf of two classes of individuals defined as follows (collectively the "Classes"):

55. Plaintiff Class: All persons who have been, or currently are, employed by Defendants

1 and who held, or hold, job positions which Defendants have classified as “non-exempt” employees in
2 the State of California, at any time since four years prior to filing this action, through the date
3 judgment is rendered in this action.

4 56. Terminated Sub Class: All members of the Plaintiff Class whose employment ended
5 during the Class Period.

6 57. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during
7 the class period hundreds of class members have been employed by Defendant as non-exempt
8 employees in the State of California. Because so many persons have been employed by Defendants
9 in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is
10 impossible and/or impracticable.

11 58. Common Questions of Law and/or Fact: Common questions of law and fact exist as
12 to all members of the Plaintiff Class and predominate over any questions affecting solely individual
13 members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the
14 adjudication of Class Members’ claims are as follows:

- 15 a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of
- 16 California wage and hour statutes;
- 17 b. Whether Defendants failed to pay Plaintiff and Class Members for all hours worked;
- 18 c. Whether Defendants failed to pay Plaintiff and Class Members all overtime;
- 19 d. Whether Defendants unlawfully and/or willfully failed to provide Plaintiff and
- 20 members of the Plaintiff Class with true and proper wage statements upon payment of
- 21 wages, in violation of Labor Code section 226;
- 22 e. Whether Defendants unlawfully and/or willingly failed to timely pay Plaintiff and
- 23 the Terminated Sub Class upon termination;
- 24 f. Whether Defendants unlawfully and/or willingly failed to reimburse Plaintiff and
- 25 the Plaintiff Class’s business-related expenses;
- 26 g. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so,
- 27 the proper measure of such damages, as well as interest, penalties, costs, attorneys’
- 28 fees, and equitable relief;

h. Whether Defendants' conduct as alleged herein violates the Unfair Business Practices Act of California (Bus. & Prof. Code, § 17200 et seq.)

59. Typicality: The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Defendants' common course of conduct in failing to provide their non-exempt employees with all wages in compliance with the applicable wage order, or premium compensation at the regular rate in lieu thereof, failing to provide them with proper wages and overtime, and failing to provide them with compliant wage statements has caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the proposed Class. Plaintiff and the proposed Class sustained the same or similar injuries and damages arising from Defendants' common policies, practices, procedures, protocols, routines, and rules which were applied to other Class Members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages as were suffered by other members of the proposed class.

60. Adequacy of Representation: Plaintiff is an adequate representative of the proposed classes because she is a member of the class, and her interests do not conflict with the interests of the members she seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and her counsel intend to prosecute this action vigorously for the benefit of the classes. The interests of the Class Members will fairly and adequately be protected by Plaintiff and her attorneys.

61. Superiority of Class Action: A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an individual basis, because this would potentially result in hundreds of individual, repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or contradictory judgments, and the prospect of a "race to the courthouse," and an inequitable allocation of recovery among those with equally meritorious claims. By contrast, the class action device presents far fewer management difficulties, and provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a single court.

62. The various claims asserted in this action are additionally or alternatively certifiable under the provisions of the Code of Civil Procedure section 382 because:

a. The prosecution of separate actions by hundreds of individual class members would create a risk of varying adjudications with respect to individual class members, thus establishing incompatible standards of conduct for Defendants, and

b. The prosecution of separate actions by individual class members would also create the risk of adjudications with respect to them that, as a practical matter, would be dispositive of the interest of the other class members who are not a party to such adjudications and would substantially impair or impede the ability of such non-party class members to protect their interests.

FIRST CAUSE OF ACTION

Unpaid Overtime

(By Plaintiff and Members of the Putative Class Against Defendants)

63. Plaintiff incorporates herein by reference the allegations set forth above.

64. At all times relevant herein, which comprise of the time period not less than four (4) years preceding the filing of this action, Defendants were required to compensate their hourly employees for all overtime hours worked.

65. California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) wage order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of one-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC wage order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

66. Defendants willfully failed to pay all overtime wages owed to Plaintiff and members of the Classes. During the relevant time period, Plaintiff and members of the Classes were not paid

1 overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess
2 of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that
3 they worked were not recorded. Rather, Defendants rounded all hours worked.

4 67. Defendants knew or should have known that as a result of company-wide practices
5 and/or policies, that prevents Plaintiff and members of the Classes from earning overtime. Because
6 Plaintiff and members of the Classes worked shifts of eight (8) hours a day or more or forty (40)
7 hours a week or more, some of this off-the-clock work qualified for overtime premium pay.
8 Therefore, Plaintiff and members of the Classes were not paid overtime wages for all of the
9 overtime hours they actually worked.

10 68. Defendants' failure to pay Plaintiff and members of the Classes the balance of
11 overtime compensation, as required by California law, violates the provisions of Labor Code
12 sections 510 and 1198. Plaintiff and members of the Classes are entitled to recover civil penalties,
13 attorney's fees, costs, and interest thereon.

14 **SECOND CAUSE OF ACTION**

15 **Failure to Pay All Wages**

16 **(By Plaintiff and Members of the Putative Class Against Defendants)**

17 69. Plaintiff incorporates herein by reference the allegations set forth above.

18 70. At all times relevant herein, which comprise the time period not less than four (4)
19 years preceding the filing of this action, Defendants were required to compensate their hourly
20 employees for all hours worked.

21 71. For at least the four (4) years preceding the filing of this action, Defendants failed to
22 compensate employees for all hours worked. Defendants implemented policies that actively
23 prevented employees from being compensated for all time worked by rounding all hours worked.

24 72. Under the applicable wage order and state regulations, Plaintiff and the Plaintiff
25 Class are entitled to recover compensation for all hours worked, but not paid, for the four (4) years
26 preceding the filing of this action, in addition to reasonable attorney's fees and costs of suit in
27 accordance with Labor Code section 218.5, and penalties pursuant to Labor Code sections 203 and
28 206.

1 73. The applicable IWC wage order section 2(G) defines “hours worked” to mean “the
2 time during which an employee is subject to the control of an employer and includes all the time
3 the employee is suffered or permitted to work, whether or not required to do so.”

4 74. Defendants suffered or permitted Plaintiff and members of the Classes to work
5 portions of the day for which Defendants failed to compensate them.

6 75. Labor Code section 1194(a) provides in relevant part: “Notwithstanding any
7 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ...
8 is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
9 ... including interest thereon, reasonable attorney’s fees, and costs of suit.”

10 76. Labor Code section 1194.2(a) provides in relevant part: “In any action under section
11 1193.6 or section 1194 to recover wages because of the payment of a wage less than the minimum
12 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated
13 damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

14 77. Labor Code section 1197 provides: “The minimum wage for employees fixed by the
15 commission is the minimum wage to be paid to employees, and the payment of a less wage than
16 the minimum so fixed is unlawful.”

17 78. Plaintiff is informed and believes, and therefore alleges, that Defendant’s
18 compensation schemes do not fairly compensate Plaintiff and other Class Members for all hours
19 spent performing their job duties.

20 79. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff
21 Class for each and every hour worked violates Labor Code sections 1182.11-1182.12, 1194,
22 1194.2, and 1197; the applicable IWC wage order section 4; and Business & Professions Code.

23 80. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class
24 for each and every hour worked violates Labor Code section 221 and 223; the applicable IWC
25 wage order section 3; and Business & Professions Code.

26 81. During the applicable time period, Defendants have and continue to have a pattern
27 and practice of not providing its employees all wages, by failing to include all compensable time.

28 82. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff

1 Class have been damaged in an amount according to proof at time of trial.

2 **THIRD CAUSE OF ACTION**

3 **Non-Compliant Meal Breaks**

4 **Labor Code §§ 226.7, 512, 516, 1198 and Applicable IWC Wage Orders**

5 **(By Plaintiff and Members of the Putative Class Against Defendant)**

6 83. Plaintiff hereby incorporates by reference each and every one of the allegations
7 contained in the preceding paragraphs as if the same were fully set forth herein.

8 84. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class
9 Members regularly worked more than five (5) hours per shift and were entitled to a meal period of
10 not less than thirty (30) minutes without duty.

11 85. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant
12 routinely failed to provide Plaintiff and the members of the Class with such meal periods without
13 duty, notwithstanding the fact that Plaintiff and the members of the Class had not waived their right
14 to the same. Thus, Defendant failed to provide Plaintiff and the members of the Class with
15 compliant meal periods required by Labor Code sections 226.7, 512, 516 and the applicable IWC
16 wage order section 10, and categorically failed to pay any and all meal period wages due.

17 86. Plaintiff and Class Members seek damages pursuant to Labor Code section 226.7(b)
18 and the applicable IWC wage order section 10(F), in the amount of one additional hour of pay at
19 the regular rate for each work day that the meal period is/was not provided to Plaintiff and any
20 member of the Class, the cumulative sum of which is to be determined at trial.

21 87. Under the foregoing, California employers must provide meal periods and authorize
22 and permit rest periods to all employees during their shifts. In *Augustus et al. v. ABM Security*
23 *Services, Inc.* (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that the required meal
24 and rest periods must be “off-duty,” which means that employees must be relieved of “all work-
25 related duties,” including the duty to remain “on call,” and they must be “free from employer
26 control” over how they “spend their time.” *Id.* at 264, 269. Employees must have the freedom to
27 use meal and rest periods for their own purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court*
28 (2012) 53 Cal.4th 1004, 1038-39.

1 88. When employees must either “remain at the ready and capable of being summoned
2 to action,” “respond when the employer seeks contact with [them],” “perform other work if the
3 employer so requests,” and/or remain “on call” during their meal and rest periods, the employees
4 have not been “relieve[d] ... of all work-related duties and employer control.” *Augustus, supra*, 2
5 Cal.5th at 270. Such a meal or rest period is not “off duty” and therefore is “impermissible.” *Ibid*.

6 89. The Supreme Court’s decision in *Augustus* demonstrates a series of meal and rest
7 break cases affirming California’s broad, protective standard for employees.¹

8 90. Moreover, as the mere existence of a facially lawful meal and rest break policy is
9 unavailing if there are practical constraints and pressures on employees to perform their duties in
10 ways that omit breaks. See *Brinker, supra*, 53 Cal.4th at 1040.

11 91. Yet Defendant did and does not provide Plaintiff and members of the Class with
12 meal periods during which they are completely relieved of duty for at least thirty (30) minutes by
13 the fifth hour of work and again by the tenth hour of work.

14 92. Plaintiff alleges that meal breaks were frequently late as described above. As a
15 result, Plaintiff and members of the Class were forced to work in excess of five (5) hours before
16 taking a meal period.

17 93. Thus, Defendant has failed to perform its obligations to provide Plaintiff and the
18 members of the Plaintiff Class with off-duty meal periods by the end of the fifth hour of work and
19 a second meal period by the end of the tenth hour of work. Defendant has also failed to pay
20 Plaintiff and the members of the Plaintiff Class one (1) hour of pay at the regular rate for each off-
21 duty meal period that they have been denied.

22 94. Employers must pay premium payments to employees for missed meal, rest, and
23 recovery breaks at the employee’s “regular rate of pay” instead of their base hourly rate. *Ferra v.*
24

25 ¹ See, e.g., *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Lubin v.*
26 *Wackenhut Corp.* (2016) 5 Cal.App.5th 926 , *rehg. denied* (Dec. 14, 2016); *Faulkinbury v. Boyd &*
27 *Assocs., Inc.* (2013) 216 Cal.App.4th 220; *Berlanga v. Equilon Enterprises LLC* (N.D.Cal., Aug.
28 31, 2017, No. 17-CV-00282-MMC) 2017 WL 3782245 at *3 (a policy requiring employees to
“remain in contact with supervisors and other employees working in their units throughout their
shifts... would appear to be unlawful under [*Augustus.*]”)

1 *Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.

2 95. Defendant knew or should have known that as a result of its policies and/or
3 practices, that Plaintiff and members of the Class were not actually relieved of all duties to take
4 timely, uninterrupted meal periods. Defendant further knew or should have known that it did not
5 pay Plaintiff and members of the Class all meal period premiums when meal periods were missed,
6 late, short, and/or interrupted. Furthermore, Defendant has engaged in a company-wide practice
7 and/or policy of not paying meal period premiums owed when compliant meal periods are not
8 provided. Because of this practice and/or policy, Plaintiff and members of the Class have not
9 received all premium pay for missed, interrupted, or late meal periods.

10 96. Accordingly, Defendant failed to provide all meal periods in violation of Labor
11 Code sections 226.7, 512(a), 516, and 1198. Plaintiff and members of the Class are entitled to civil
12 penalties, attorney's fees, costs, and interest thereon.

13 **FOURTH CAUSE OF ACTION**

14 **Non-Compliant Rest Breaks**

15 **Labor Code §§ 226.7, 516, 1198 and Applicable IWC Wage Orders**

16 **(By Plaintiff and Members of the Putative Class Against Defendant)**

17 97. Plaintiff hereby incorporates by reference each and every one of the allegations
18 contained in the preceding paragraphs as if the same were fully set forth herein.

19 98. Labor Code sections 226.7, 516, and 1198, and the applicable IWC wage order
20 require employers to provide rest periods and to pay an employee one (1) additional hour of pay at
21 the employee's regular rate for each work day that a meal or rest period is not provided. Labor
22 Code section 226.7 provides that no employer shall require an employee to work during any rest
23 period mandated by an applicable order of the IWC. The applicable IWC wage order provides that
24 "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as
25 practicable shall be in the middle of each work period" and that the "rest period time shall be based
26 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or
27 major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

28 99. Plaintiff is informed and believes, and thereon allege, that Plaintiff and Class

1 Members were entitled to a paid rest period of not less than ten (10) minutes without duty for each
2 and every four (4) hours or major fraction thereof worked during the workday.

3 100. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant
4 routinely failed to provide Plaintiff and the members of the Plaintiff Class with such paid rest
5 periods without duty, notwithstanding the fact that Plaintiff and the members of the Plaintiff Class
6 had not waived their right to the same.

7 101. Thus, Defendant failed to provide Plaintiff and Class Members with rest periods
8 required by Labor Code sections 226.7, 512, and 516, IWC wage order section 11 and categorically
9 failed to pay any and all rest period wages due.

10 102. Plaintiff and Class Members seek damages pursuant to Labor section 226.7(b) and
11 the applicable IWC wage order section 11(D), in the amount of one additional hour of pay at the
12 regular rate for each work day that the rest period is/was not provided or provided late to Plaintiff
13 and any member of the Class, the cumulative sum of which is to be determined at trial.

14 103. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation
15 for Defendant's failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of
16 suit pursuant to Labor Code section 226.7(b) and the applicable wage order.

17 **FIFTH CAUSE OF ACTION**

18 **Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records**

19 **(By Plaintiff and Members of the Putative Class Against Defendant)**

20 104. Plaintiff hereby incorporates by reference each and every one of the allegations
21 contained in the preceding paragraphs as if the same were fully set forth herein.

22 105. Labor Code section 226(a) and the applicable IWC wage order section 6(B) requires
23 employers to furnish each employee with a statement itemizing, among other things, the total hours
24 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

25 106. Labor Code section 226(e) provides that if an employer fails to comply with
26 providing an employee with properly itemized wage statements as set forth in section 226(a), then
27 the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period
28 in which a violation occurs and \$100 per employee for each violation in a subsequent pay period,

1 not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates
2 section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation
3 in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which
4 the employer fails to provide the employee a wage statement or fails to keep the required records
5 pursuant to section 226(a).

6 107. Defendants knowingly and intentionally failed to furnish Plaintiff and the members
7 of the Classes with timely, itemized statements in compliance with Labor Code section 226(a) and
8 the applicable IWC Wage order section 6(B).

9 108. Plaintiff is informed and believes, and thereon alleges, that Defendants knowingly
10 and intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized
11 statements showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all
12 applicable hourly rates in effect during each respective pay period and the corresponding number
13 of hours worked at each hourly rate by each respective individual.

14 109. Plaintiff is informed and believes, and thereon alleges, that Defendants did not
15 maintain accurate business records pertaining to the total hours worked for Defendant by Plaintiff
16 and the members of the Classes as required under Labor Code section 1174.5. This is a result of
17 missing hours worked, as illustrated above.

18 110. As a result of not having kept accurate records, Plaintiff and the Class Members
19 suffered injuries in the form of confusion over whether they received all wages owed to them, and
20 difficulty and expense in reconstructing pay records in addition to other injuries which may come
21 to light during the discovery process.

22 111. Labor Code section 1198 provides that the maximum hours of work and the
23 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the
24 applicable IWC wage order. Section 1198 further provides that “[t]he employment of any
25 employees for longer hours than those fixed by the order or under conditions of labor prohibited by
26 the order is unlawful.” Pursuant to the applicable IWC Wage order, employers are required to keep
27 accurate time records showing when the employee begins and ends each work period and meal
28 period.

112. During the relevant time period, Defendants failed, on a company-wide basis, to keep accurate records of work start and stop times for Plaintiff and members of the Classes, in violation of Labor Code section 1198.

113. Plaintiff and the members of the Classes herein seek damages and penalties pursuant to Labor Code section 226(e) for Defendant's violations of Labor Code section 226(a).

114. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and an award of reasonable attorneys' fees and costs pursuant to Labor Code section 226(h).

SIXTH CAUSE OF ACTION

Waiting Time Penalties

(By Plaintiff and Members of the Terminated Sub Class Against Defendants)

115. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

116. At all times, relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion during and at the end of their employment, pursuant to Labor Code section 201-203.

117. As a pattern and practice, Defendants regularly failed to pay Plaintiff and the members of the Terminated Sub Class their final wages pursuant to Labor Code sections 201-203, and accordingly owe waiting time penalties pursuant to Labor Code section 203.

118. Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid 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.

119. On information and belief, Defendants have a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202.

120. Specifically, Defendants willfully failed to pay Plaintiff and members of the

1 Terminated Sub Class the earned and unpaid wages set forth above, including but not limited to,
2 overtime wages, and minimum wages, either at the time of discharge, or within seventy-two (72)
3 hours of their leaving Defendant's employ.

4 121. Plaintiff and members of the Terminated Sub Class are entitled to recover civil
5 penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 256.

6 **SEVENTH CAUSE OF ACTION**

7 **Failure to Reimburse Business Expenses**

8 **(By Plaintiff and Members of the Putative Class Against Defendant)**

9 122. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
10 forth herein.

11 123. Labor Code section 2802 requires employers to pay for all necessary expenditures
12 and losses incurred by the employee in the performance of his or her job. The purpose of Labor
13 Code section 2802 is to prevent employers from passing off their cost of doing business and
14 operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.* (2014) 228
15 Cal.App.4th 1137, 1144.

16 124. The applicable IWC wage order provides that: "[w]hen tools or equipment are
17 required by the employer or are necessary to the performance of a job, such tools and equipment
18 shall be provided and maintained by the employer, except that an employee whose wages are at
19 least two (2) times the minimum wage provided herein may be required to provide and maintain
20 hand tools and equipment customarily required by the trade or craft."

21 125. During the Class Period a company-wide policy whereby management would send
22 instructions regarding job tasks to Plaintiff and class members.

23 126. Although Defendants required Plaintiff and members of the Classes to use their
24 personal phones to carry out their work-related duties, Defendants failed to reimburse them for this
25 cost. Defendants could have provided Plaintiff and members of the Classes with the actual tools for
26 use on the job, such as supplied phones or provided a phone allowance. Instead, Defendants passed
27 these operating costs off onto Plaintiff and members of the Classes. Thus, Defendants had, and
28 continues to have, a company-wide policy and/or practice of not reimbursing employees for

1 expenses necessarily incurred in violation of Labor Code section 2802.

2 127. Plaintiff and members of the Classes are entitled to recover civil penalties,
3 attorney's fees, costs, and interest thereon.

4 **EIGHTH CAUSE OF ACTION**

5 **Violation of California Business and Professions Code Section 17200 et seq.**

6 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

7 128. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
8 forth herein.

9 129. Business and Professions Code section 17200 defines unfair competition to include,
10 "unlawful, unfair or fraudulent business practices."

11 130. Plaintiff and all proposed Class Members are "persons within the meaning of
12 Business and Professions Code section 17204, who have suffered injury in fact and have lost
13 money or property as a result of Defendants' unfair competition.

14 131. Defendants have been committing, and continue to commit, acts of unfair
15 competition by engaging in the unlawful, unfair and fraudulent business practices and acts
16 described in this Complaint, including, but not limited to:

- 17 a. violations of Labor Code sections 510, 1198;
18 b. violations of Labor Code sections 221, 223, 1182.11-1182.12, 1194, 1194.2, 1197,
19 1198;
20 c. violations of Labor Code sections 226.7, 512, 516, and 1198;
21 d. violations of Labor Code sections 226.7, 516, and 1198;
22 e. violations of Labor Code sections 226, 1174;
23 f. violations of Labor Code sections 201 and 202;
24 g. violations of Labor Code section 1198;
25 h. violations of Labor Code section 2802.

26 132. As a result of its unlawful, unfair, and/or fraudulent business acts and practices,
27 Defendants have reaped and continues to reap unfair benefits and illegal profits at the expense of
28 Plaintiff and proposed Class Members. Defendant's unlawful, unfair, and/or fraudulent conduct has

1 also enabled Defendants to gain an unfair competitive advantage over law-abiding employers and
2 competitors.

3 133. Business and Professions Code section 17203 provides that the Court may restore to
4 an aggrieved party any money or property acquired by means of the unlawful, unfair, and/or
5 fraudulent business acts or practices.

6 134. Plaintiff seeks a court order enjoining Defendants from the unlawful, unfair, and/or
7 fraudulent activity alleged herein.

8 135. Pursuant to Civil Code section 3287(a), Plaintiff and other members of the Plaintiff
9 Class are entitled to recover pre-judgment interest on wages earned, but not paid.

10 136. Plaintiff further seeks an order requiring an audit and accounting of the payroll
11 records to determine the amount of restitution of all unpaid wages owed to herself and members of
12 the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds
13 to be paid to current and former employees that can be identified and located pursuant to a court
14 order and supervision.

15 137. Plaintiff seeks restitution for herself and all others similarly situated of these
16 amounts, including all earned and unpaid wages and attorneys' fees and costs pursuant to Code of
17 Civil Procedure section 1021.5.

18 **NINTH CAUSE OF ACTION**

19 **Civil Penalties Pursuant to PAGA (Labor Code §§ 2698, et seq.)**

20 **(On Behalf of All Aggrieved Employees Against Defendants)**

21 138. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
22 forth herein.

23 139. At all times set forth herein, the Private Attorneys General Act of 2004 (PAGA,
24 California Labor Code §§ 2698-99) applied to Defendant's employment of Plaintiff and the
25 proposed Class Members.

26 140. At all times set forth herein, California Labor Code § 2699(a) has provided that any
27 provision of law under the California Labor Code that provides for a civil penalty to be assessed
28 and collected by the Labor and Workforce Development Agency (LWDA) for violations of the

1 California Labor Code may, as an alternative, be recovered through a civil action brought by an
2 aggrieved employee on behalf of herself and other current or former employees pursuant to
3 procedures outlined in California Labor Code § 2699.3.

4 141. At all times set forth herein, the PAGA has also provided that for the violation of
5 any Labor Code provision that does not itself contain a civil penalty, there are established civil
6 penalties of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for
7 each aggrieved employee per pay period for each subsequent violation. Cal. Lab. C. § 2699(f).

8 142. A civil action under PAGA may be brought by an “aggrieved employee,” any
9 person that was employed by the alleged violator and against whom one or more of the alleged
10 violations was committed.

11 143. Defendants have been committing, and continue to commit, violations of the
12 California Labor Code, including, but not limited to:

- 13 a. violations of Labor Code sections 510, 1198;
- 14 b. violations of Labor Code sections 221, 223, 1182.11-1182.12, 1194, 1194.2, 1197,
15 1198;
- 16 c. violations of Labor Code sections 226.7, 512, 516, and 1198;
- 17 d. violations of Labor Code sections 226.7, 516, and 1198;
- 18 e. violations of Labor Code sections 226, 1174;
- 19 f. violations of Labor Code sections 201 and 202;
- 20 g. violations of Labor Code section 1198;
- 21 h. violations of Labor Code section 2802.

22 144. Plaintiff was employed by Defendants and the alleged violations have been
23 committed against her during her time of employment and she is, therefore, an aggrieved
24 employee. Plaintiff and other employees are “aggrieved employees” as defined by California
25 Labor Code §2699(c) in that they are all current or former employees of Defendants, and one or
26 more of the alleged violations were committed against them.

27 145. Pursuant to California Labor Code § 2699.3, aggrieved employees, including
28 Plaintiff, may pursue a civil action arising under the PAGA after the following requirements have

1 been met:

- 2 a. The aggrieved employee shall give written notice (hereinafter “Employee’s
- 3 Notice”) to the LWDA and the employer of the specific provisions of the
- 4 California Labor Code alleged to have been violated, including the facts and
- 5 theories to support the alleged violations;
- 6 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
- 7 and the aggrieved employee by certified mail that it does not intend to
- 8 investigate the alleged violations sixty (60) calendar days of the postmark date
- 9 of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA
- 10 Notice is not provided within sixty-five (65) calendar days of the postmark date
- 11 of the Employee’s Notice, the aggrieved employee may commence a civil action
- 12 pursuant to California Labor Code §2699 to recover civil penalties in addition to
- 13 any other penalties to which the employee may be entitled.

14 146. On June 21, 2023, Plaintiff provided written notice to the LWDA and by certified

15 mail to Defendants of the specific provisions of the California Labor Code alleged to have been

16 violated, including the facts and theories to support the alleged violations.

17 147. More than 65 calendar days have passed since the date notice was provided to the

18 LWDA and Defendant. Accordingly, Plaintiff has satisfied the administrative prerequisites under

19 California Labor Code Section 2699.3(a) to recover civil penalties against Defendants for

20 violations of California Labor Code identified in this Second Amended Complaint.

21 148. Accordingly, Plaintiff and the other aggrieved employees are entitled to and seek to

22 recover civil penalties for Defendants’ violations of the Labor Code during the applicable

23 limitations period.

24 149. Pursuant to California Labor Code Section 2699(g), Plaintiff, on behalf of herself

25 and the other aggrieved employees, is entitled to an award of reasonable attorneys’ fees and costs.

26

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
2. For an order that counsel for Plaintiff be appointed class counsel
3. Certification of this class action on behalf of the proposed Plaintiff and Terminated Sub-Class;
4. Designation of Plaintiff as the class representative of the Plaintiff and Terminated Sub Class;
5. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendant;
6. An order appointing Plaintiff's counsel as class counsel;
7. Prejudgment and post judgment interest on all sums awarded;
8. For compensatory damages;
9. For penalties pursuant to Labor Code sections 200, 226, 226.7, 226.3, 226.7, 2699;
10. For interest accrued to date;
11. For costs of suit and expenses incurred herein pursuant to Labor Code sections 2699(g)(1), 226, and 1194;
12. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 2699(g)(1), and Code of Civil Procedure section 1021.5, and/or other applicable law; and
13. A declaratory judgment that Defendant has knowingly and intentionally violated the following provisions of law;
 - a. Labor Code sections 510, 1198 for failing to pay overtime;
 - b. Labor Code sections 1182.11-1182.12, 1194, 1194.2, 1197, 1198, 221, 223, for failing to pay all wages;
 - c. Labor Code sections 226.7, 512, 516, and 1198 for failing to provide compliant meal periods;
 - d. Labor Code sections 226.7, 516, and 1198 for failing to provide compliant rest periods;
 - e. Labor Code sections 226, 1174 for failing to provide compliant wage statements;
 - f. Labor Code sections 201 and 202 for failing to pay wages at termination;

- 1 g. Labor Code section 2802 for failing to reimburse business-related expenses;
2 h. Business & Professions Code sections 17200-08 for violating the provisions set
3 forth herein above.

4 14. For all such other and further relief that the Court may deem just and proper.

5 DATED: September 4, 2024

BRADLEY/GROMBACHER, LLP
MAJARIAN LAW GROUP APC

7 By: 

8 Marcus Bradley, Esq.
9 Kiley Grombacher, Esq.
10 Corey Smith, Esq.
11 Sahag Majarian, Esq.
12 Garen Majarian, Esq.
13 Attorneys for Plaintiff and others similarly
14 situated

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands trial of Plaintiff's and the members of the Classes' claims by jury
14 to the extent authorized by law.

15 DATED: September 4, 2024

BRADLEY/GROMBACHER, LLP
MAJARIAN LAW GROUP APC

17 By: 

18 Marcus Bradley, Esq.
19 Kiley Grombacher, Esq.
20 Corey Smith, Esq.
21 Sahag Majarian, Esq.
22 Garen Majarian, Esq.
23 Attorneys for Plaintiff and others similarly
24 situated
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At the time of service, I was over 18 years of age and not a party to this action. My business address is 31365 Oak Crest Drive, Suite 240, Westlake Village, California 91361.

I served the documents on the following persons at the following addresses (including fax numbers and e-mail addresses, *if applicable*): **SEE ATTACHED SERVICE LIST**
The documents were served by the following means:

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

Suzette Becker

Suzette Boucher

Guadalupe D Larios v. iHealth Labs Inc, et al.
Los Angeles County Superior Court Case No. 23STCV14481
Service List

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