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Julian Guerrero

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ENEDINA ALVARADO and JULIAN
GUERRERO, individually, and on behalf of
other members of the general public
similarly situated, and as aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiff,

vs.

MAMMOTH MEDICAL, LLC, a
California limited liability company;
SAVAS HEALTH, INC., a California
corporation; SAVAS HEALTH, LLC, a
California limited liability company;
SAVAS HEALTH HEMET, LLC, a
California limited liability company;
SAVAS HEALTH HESPERIA, LLC, a
California limited liability company;
SAVAS HEALTH INDIO, LLC, a
California limited liability company;
SAVAS HEALTH PALM SPRINGS, LLC,
a California limited liability company;
SAVAS HEALTH RANCHO MIRAGE,
LLC, a California limited liability
company; SAVAS HEALTH RIVERSIDE,
LLC, a California limited liability
company; SAVAS HEALTH SAN
JACINTO, LLC, a California limited
liability company; SAVAS HEALTH
TEMECULA, LLC, a California limited
liability company; SAVAS HEALTH

Case No.: CIVSB2316680

**SECOND AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5 (Failure to Produce Employment Records);
- (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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VICTORVILLE, LLC, a California limited liability company; SUMMIT INSTITUTE, LLC, a California limited liability company; TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE, a California corporation; TMB MANAGEMENT, INC., a California corporation; TOBIAS MOELLER-BERTRAM, MD CORPORATION, a California corporation; LIFEKIND FOUNDATION, a California nonprofit corporation; LIFEKIND MANAGEMENT LLC, an Arizona limited liability company; LIFEKIND MOUNTAIN LLC, a Florida limited liability company; MOELLER-BERTRAM MEDICAL CORPORATION, a California corporation; and DOES 6 through 10, inclusive,

Defendants.

- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiffs Enedina Alvarado and Julian Guerrero, individually and on behalf of all
2 other members of the public similarly situated, and as aggrieved employees and on behalf of
3 all aggrieved employees, allege as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Each of the
17 Plaintiffs’ share of damages, penalties, and other relief sought in this action does not exceed
18 \$75,000.

19 2. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action
24 because there is no complete diversity, and this case falls within the statutory exceptions to
25 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
26 Upon information and belief, two-thirds or more of the class members and Defendants are
27 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
28 of California; (b) the alleged wage and hour violations occurred in California; (c) significant

1 relief is being sought against Defendants whose violations of California wage and hour laws
2 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
3 within the past three (3) years on behalf of the same proposed class against Defendants
4 asserting the same or similar factual allegations.

5 3. Venue is proper in this Court because Defendants employ persons in this
6 county, and employed Plaintiff Alvarado in this county, and thus a substantial portion of the
7 transactions and occurrences related to this action occurred in this county.

8 THE PARTIES

9 4. Plaintiff Enedina Alvarado ("Plaintiff Alvarado") is a resident of Hesperia, in
10 San Bernardino County, California. Defendants employed Plaintiff Alvarado as an hourly
11 paid, non-exempt Care Coordinator from approximately September 2022 to April 2023.
12 During her employment, Plaintiff Alvarado typically worked eight (8) or more hours per day
13 and five (5) or more days per week. At the time Plaintiff Alvarado's employment with
14 Defendants ended, she was compensated approximately \$30.00 per hour. Plaintiff Alvarado's
15 primary job duties included, without limitation, coordinating patient care provider visits,
16 overseeing group and single patient therapy sessions, and enrolling new patients.

17 5. Plaintiff Julian Guerrero ("Plaintiff Guerrero") is a resident of Riverside, in
18 Riverside County, California. Defendants employed Plaintiff Guerrero as an hourly paid, non-
19 exempt employee from approximately February 2025 to August 2025 at their locations in
20 Riverside and San Jacinto, California. Plaintiff Guerrero worked for Defendants as a Patient
21 Concierge II from approximately February 2025 to August 2025, and as a Lead Patient
22 Concierge from March to August 2025. Plaintiff Guerrero During his employment, Plaintiff
23 Guerrero typically worked eight (8) or more hours per day and five (5) days per week. At the
24 time Plaintiff Guerrero's employment with Defendants ended, he was compensated
25 approximately \$24.00 per hour. As a Patient Concierge II, Plaintiff Guerrero's primary job
26 duties included, without limitation, covering the front desk, handling phone calls and patient
27 complaints, and completing administrative paperwork. As a Lead Patient Concierge, his
28 primary job duties included, without limitation, all of the duties of a Patient Concierge II as

1 well as overseeing the other Patient Concierge employees.

2 6. MAMMOTH MEDICAL, LLC was and is, upon information and belief, a
3 California limited liability company, and at all times hereinafter mentioned, an employer
4 whose employees are engaged throughout this county and the State of California.

5 7. SAVAS HEALTH, INC. was and is, upon information and belief, a California
6 corporation, and at all times hereinafter mentioned, an employer whose employees are
7 engaged throughout this county and the State of California.

8 8. SAVAS HEALTH, LLC was and is, upon information and belief, a California
9 limited liability company, and at all times hereinafter mentioned, an employer whose
10 employees are engaged throughout this county and the State of California.

11 9. SAVAS HEALTH HEMET, LLC was and is, upon information and belief, a
12 California limited liability company, and at all times hereinafter mentioned, an employer
13 whose employees are engaged throughout this county and the State of California.

14 10. SAVAS HEALTH HESPERIA, LLC was and is, upon information and belief, a
15 California limited liability company, and at all times hereinafter mentioned, an employer
16 whose employees are engaged throughout this county and the State of California.

17 11. SAVAS HEALTH INDIO, LLC was and is, upon information and belief, a
18 California limited liability company, and at all times hereinafter mentioned, an employer
19 whose employees are engaged throughout this county and the State of California.

20 12. SAVAS HEALTH PALM SPRINGS, LLC was and is, upon information and
21 belief, a California limited liability company, and at all times hereinafter mentioned, an
22 employer whose employees are engaged throughout this county and the State of California.

23 13. SAVAS HEALTH RANCHO MIRAGE, LLC was and is, upon information and
24 belief, a California limited liability company, and at all times hereinafter mentioned, an
25 employer whose employees are engaged throughout this county and the State of California.

26 14. SAVAS HEALTH RIVERSIDE, LLC was and is, upon information and belief,
27 a California limited liability company, and at all times hereinafter mentioned, an employer
28 whose employees are engaged throughout this county and the State of California.

1 15. SAVAS HEALTH SAN JACINTO, LLC was and is, upon information and
2 belief, a California limited liability company, and at all times hereinafter mentioned, an
3 employer whose employees are engaged throughout this county and the State of California.

4 16. SAVAS HEALTH TEMECULA, LLC was and is, upon information and belief,
5 a California limited liability company, and at all times hereinafter mentioned, an employer
6 whose employees are engaged throughout this county and the State of California.

7 17. SAVAS HEALTH VICTORVILLE, LLC was and is, upon information and
8 belief, a California limited liability company, and at all times hereinafter mentioned, an
9 employer whose employees are engaged throughout this county and the State of California.

10 18. SUMMIT INSTITUTE, LLC was and is, upon information and belief, a
11 California limited liability company, and at all times hereinafter mentioned, an employer
12 whose employees are engaged throughout this county and the State of California.

13 19. TOBIAS MOELLER-BERTRAM, MD CORPORATION DESERT CLINIC
14 PAIN INSTITUTE was and is, upon information and belief, a California corporation, and at
15 all times hereinafter mentioned, an employer whose employees are engaged throughout this
16 county and the State of California.

17 20. TMB MANAGEMENT, INC. was and is, upon information and belief, a
18 California corporation, and at all times hereinafter mentioned, an employer whose employees
19 are engaged throughout this county and the State of California.

20 21. TOBIAS MOELLER-BERTRAM, MD CORPORATION was and is, upon
21 information and belief, a California corporation, and at all times hereinafter mentioned, an
22 employer whose employees are engaged throughout this county and the State of California.

23 22. LIFEKIND FOUNDATION was and is, upon information and belief, a
24 California nonprofit corporation, and at all times hereinafter mentioned, an employer whose
25 employees are engaged throughout this county and the State of California.

26 23. LIFEKIND MANAGEMENT LLC was and is, upon information and belief, an
27 Arizona limited liability company, and at all times hereinafter mentioned, an employer whose
28 employees are engaged throughout this county and the State of California.

1 24. LIFEKIND MOUNTAIN LLC was and is, upon information and belief, a
2 Florida limited liability company, and at all times hereinafter mentioned, an employer whose
3 employees are engaged throughout this county and the State of California.

4 25. MOELLER-BERTRAM MEDICAL CORPORATION was and is, upon
5 information and belief, a California corporation, and at all times hereinafter mentioned, an
6 employer whose employees are engaged throughout this county and the State of California.

7 26. Plaintiffs are unaware of the true names or capacities of the Defendants sued
8 herein under the fictitious names DOES 6 through 10, but will seek leave of this Court to
9 amend the complaint and serve such fictitiously named Defendants once their names and
10 capacities become known.

11 27. Plaintiffs are informed and believe, and thereon allege, that DOES 6 through 10
12 were the partners, agents, owners, or managers of MAMMOTH MEDICAL, LLC; SAVAS
13 HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS
14 HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM
15 SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH
16 RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH
17 TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; SUMMIT INSTITUTE, LLC;
18 TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE; TMB
19 MANAGEMENT, INC.; TOBIAS MOELLER-BERTRAM, MD CORPORATION;
20 LIFEKIND FOUNDATION; LIFEKIND MANAGEMENT LLC; LIFEKIND MOUNTAIN
21 LLC; and MOELLER-BERTRAM MEDICAL CORPORATION; at all relevant times.

22 28. Plaintiffs are informed and believe, and thereon allege, that each and all of the
23 acts and omissions alleged herein was performed by, or is attributable to, MAMMOTH
24 MEDICAL, LLC; SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH
25 HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC;
26 SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC;
27 SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS
28 HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; SUMMIT

1 INSTITUTE, LLC; TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN
2 INSTITUTE; TMB MANAGEMENT, INC.; TOBIAS MOELLER-BERTRAM, MD
3 CORPORATION; LIFEKIND FOUNDATION; LIFEKIND MANAGEMENT LLC;
4 LIFEKIND MOUNTAIN LLC; MOELLER-BERTRAM MEDICAL CORPORATION; and/or
5 DOES 6 through 10 (collectively, “Defendants” or “SAVAS”), each acting as the agent,
6 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
7 Defendants and was acting within the course and scope of such agency, employment, joint
8 venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any
9 and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

14 30. Plaintiffs are informed and believe, and thereon allege, that each of said
15 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
16 omissions, occurrences, and transactions alleged herein.

17 31. Under California law, Defendants are jointly and severally liable as employers
18 for the violations alleged herein because they have each exercised sufficient control over the
19 wages, hours, working conditions, and employment status of Plaintiffs and class members.
20 Each Defendant had the power to hire and fire Plaintiffs and class members, supervised and
21 controlled their work schedule and/or conditions of employment, determined their rate of pay,
22 and maintained their employment records. Defendants suffered or permitted Plaintiffs and
23 class members to work and/or “engaged” Plaintiffs and class members so as to create a
24 common-law employment relationship. As joint employers of Plaintiffs and class members,
25 Defendants are jointly and severally liable for the civil penalties and all other relief available
26 to Plaintiffs and class members under the law.

27 32. Plaintiffs are informed and believe, and thereon allege, that at all relevant
28 times, Defendants, and each of them, have acted as joint employers with respect to Plaintiffs

1 and class members because Defendants have:

- 2 (a) jointly exercised meaningful control over the work performed by
- 3 Plaintiffs and class members;
- 4 (b) jointly exercised meaningful control over Plaintiffs' and class members'
- 5 wages, hours, and working conditions, including the quantity, quality
- 6 standards, speed, scheduling, and operative details of the tasks
- 7 performed by Plaintiffs and class members;
- 8 (c) jointly required that Plaintiffs and class members perform work which is
- 9 an integral part of Defendants' businesses; and
- 10 (d) jointly exercised control over Plaintiffs and class members as a matter
- 11 of economic reality in that Plaintiffs and class members were dependent
- 12 on Defendants, who shared the power to set the wages of Plaintiffs and
- 13 class members and determined their working conditions, and who
- 14 jointly reaped the benefits from the underpayment of their wages and
- 15 noncompliance with other statutory provisions governing their
- 16 employment.

17 33. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
18 there has existed a unity of interest and ownership between Defendants such that any
19 individuality and separateness between the entities has ceased.

20 34. MAMMOTH MEDICAL, LLC; SAVAS HEALTH, INC.; SAVAS HEALTH,
21 LLC; SAVAS HEALTH HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS
22 HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH
23 RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN
24 JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE,
25 LLC; SUMMIT INSTITUTE, LLC; TOBIAS MOELLER-BERTRAM, MD,
26 CORPORATION DESERT PAIN INSTITUTE; TMB MANAGEMENT, INC.; TOBIAS
27 MOELLER-BERTRAM, MD CORPORATION; LIFEKIND FOUNDATION; LIFEKIND
28 MANAGEMENT LLC; LIFEKIND MOUNTAIN LLC; MOELLER-BERTRAM MEDICAL

CORPORATION; and DOES 6 through 10 are therefore alter egos of each other.

35. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name SAVAS.

36. Plaintiffs further allege, upon information and belief, that MAMMOTH MEDICAL, LLC; SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; SUMMIT INSTITUTE, LLC; TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE; TMB MANAGEMENT, INC.; TOBIAS MOELLER-BERTRAM, MD CORPORATION; LIFEKIND FOUNDATION; LIFEKIND MANAGEMENT LLC; LIFEKIND MOUNTAIN LLC; and MOELLER-BERTRAM MEDICAL CORPORATION are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; and SUMMIT INSTITUTE, LLC have the same principal and/or mailing address of "3857 BIRCH ST[REET] S[UI]TE NEWPORT BEACH, CA 92660";
- (b) On the California Secretary of State's website, MAMMOTH MEDICAL, LLC; TMB MANAGEMENT, INC.; and LIFEKIND FOUNDATION have the same principal and/or mailing address of

1 “44630 MONTEREY AVENUE [S[UI]TE] 100 PALM DESERT, CA
2 92260”;

3 (c) On the California Secretary of State’s website, TOBIAS MOELLER-
4 BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE;
5 TOBIAS MOELLER-BERTRAM, MD CORPORATION; LIFEKIND
6 MANAGEMENT LLC; and MOELLER-BERTRAM MEDICAL
7 CORPORATION have the same principal and/or mailing address of
8 “18940 N. PIMA RD. STE[.] 100 SCOTTSDALE, AZ 85255”;

9 (d) According to “Statement of Information” forms filed with the California
10 Secretary of State, MAMMOTH MEDICAL, LLC; SAVAS HEALTH,
11 INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC;
12 SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC;
13 SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH
14 RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC;
15 SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH
16 TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC;
17 SUMMIT INSTITUTE, LLC; TOBIAS MOELLER-BERTRAM, MD,
18 CORPORATION DESERT PAIN INSTITUTE; TMB
19 MANAGEMENT, INC.; TOBIAS MOELLER-BERTRAM, MD
20 CORPORATION; LIFEKIND FOUNDATION; LIFEKIND
21 MANAGEMENT LLC; LIFEKIND MOUNTAIN LLC; and
22 MOELLER-BERTRAM MEDICAL CORPORATION; share the same
23 officers, managers, and/or members, including, but not limited to:

24 (i) Tobias Moeller-Bertram [MD], who serves as the manager
25 and/or member of MAMMOTH MEDICAL, LLC; Chief
26 Executive Officer of MAMMOTH MEDICAL, LLC;
27 SAVAS HEALTH, INC.; TOBIAS MOELLER-BERTRAM,
28 MD CORPORATION; LIFEKIND FOUNDATION;

1 LIFEKIND MOUNTAIN LLC; MOELLER-BERTRAM
2 MEDICAL CORPORATION; and Chief Executive Officer,
3 Chief Financial Officer, Secretary, and Director of TMB
4 MANAGEMENT, INC. and TOBIAS MOELLER-
5 BERTRAM, MD, CORPORATION DESERT PAIN
6 INSTITUTE;

7 (ii) TOBIAS MOELLER-BERTRAM, MD CORPORATION,
8 who serves as the manager and/or member of SAVAS
9 HEALTH, LLC; SAVAS HEALTH INDIO, LLC; SAVAS
10 HEALTH PALM SPRINGS, LLC; SAVAS HEALTH
11 RANCHO MIRAGE, LLC; and SUMMIT INSTITUTE,
12 LLC; and

13 (iii) SAVAS HEALTH, LLC, who serves as the manager and/or
14 member of SAVAS HEALTH HEMET, LLC; SAVAS
15 HEALTH HESPERIA, LLC; SAVAS HEALTH
16 RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO,
17 LLC; SAVAS HEALTH TEMECULA, LLC; and SAVAS
18 HEALTH VICTORVILLE, LLC;

19 (e) According to “Statement of Information” forms filed with the California
20 Secretary of State, SAVAS HEALTH, INC.; SAVAS HEALTH, LLC;
21 SAVAS HEALTH HEMET, LLC; SAVAS HEALTH HESPERIA,
22 LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM
23 SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC;
24 SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN
25 JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS
26 HEALTH VICTORVILLE, LLC; and SUMMIT INSTITUTE, LLC
27 share the same agent for service of process, “ANGIE DENNING”;

28 (f) According to “Statement of Information” forms filed with the California

1 Secretary of State, MAMMOTH MEDICAL, LLC; TOBIAS
2 MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN
3 INSTITUTE; and TMB MANAGEMENT, INC. share the same agent
4 for service of process, “William R Restis”;

5 (g) According to “Statement of Information” forms filed with the California
6 Secretary of State, TOBIAS MOELLER-BERTRAM, MD
7 CORPORATION; LIFEKIND MANAGEMENT LLC; LIFEKIND
8 MOUNTAIN LLC; and MOELLER-BERTRAM MEDICAL
9 CORPORATION share the same agent for service of process, “C T
10 CORPORATION SYSTEM”;

11 (h) On information and belief, MAMMOTH MEDICAL, LLC; SAVAS
12 HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET,
13 LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO,
14 LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH
15 RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC;
16 SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH
17 TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC;
18 SUMMIT INSTITUTE, LLC; TOBIAS MOELLER-BERTRAM, MD,
19 CORPORATION DESERT PAIN INSTITUTE; TMB
20 MANAGEMENT, INC.; TOBIAS MOELLER-BERTRAM, MD
21 CORPORATION; LIFEKIND FOUNDATION; LIFEKIND
22 MANAGEMENT LLC; LIFEKIND MOUNTAIN LLC; and
23 MOELLER-BERTRAM MEDICAL CORPORATION utilize the same
24 standardized employment forms and issue the same employment
25 policies.

26 GENERAL ALLEGATIONS

27 37. Defendants operate pain management clinics throughout the Riverside and San
28 Bernardino, California counties. Upon information and belief, Defendants maintain a single,

1 centralized Human Resources (“HR”) department at their company headquarters in Newport
2 Beach, California; Palm Desert, California; or Scottsdale, Arizona, which is responsible for
3 the recruiting and hiring of new employees, and communicating and implementing
4 Defendants’ company-wide policies, including timekeeping policies and meal and rest period
5 policies, to employees throughout California.

6 38. In particular, Plaintiffs and class members, on information and belief, received
7 the same standardized documents and/or written policies. Upon information and belief, the
8 usage of standardized documents and/or written policies, including new-hire documents,
9 indicate that Defendants dictated policies at the corporate level and implemented them
10 company-wide, regardless of their employees’ assigned locations or positions. Upon
11 information and belief, Defendants set forth uniform policies and procedures in several
12 documents provided at an employee’s time of hire.

13 39. Upon information and belief, Defendants maintain a centralized Payroll
14 department at their company headquarters in Newport Beach, California; Palm Desert,
15 California; or Scottsdale, Arizona, which processes payroll for all non-exempt, hourly paid
16 employees working for Defendants at their various locations in California, including Plaintiffs
17 and class members. Based upon information and belief, Defendants issue the same formatted
18 wage statements to all non-exempt, hourly paid employees in California, irrespective of their
19 work locations. Upon information and belief, Defendants process payroll for departing
20 employees in the same manner throughout the State of California, regardless of the manner in
21 which each employee’s employment ends.

22 40. Defendants continue to employ non-exempt or hourly paid employees in
23 California.

24 41. Plaintiffs are informed and believe, and thereon allege, that at all times herein
25 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
26 and advisors knowledgeable about California labor and wage law, employment and personnel
27 practices, and about the requirements of California law.

28 42. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and class

1 members were not paid for all hours worked because all hours worked were not recorded.

2 43. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that Plaintiffs and class members were entitled to receive certain wages
4 for overtime compensation and that they were not receiving certain wages for overtime
5 compensation.

6 44. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
7 should have known that Plaintiff Alvarado and/or class members were entitled to be paid at a
8 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
9 period premiums that included as eligible income all remuneration required by law, including
10 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or
11 other forms of compensation, but failed to include all forms of remuneration in calculating the
12 regular rate of pay for Plaintiff Alvarado and/or class members.

13 45. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
14 should have known that Plaintiffs and class members were entitled to receive at least
15 minimum wages for compensation and that they were not receiving at least minimum wages
16 for work that was required to be done off-the-clock. In violation of the California Labor
17 Code, Plaintiffs and class members were not paid at least minimum wages for work done off-
18 the-clock.

19 46. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
20 should have known that Plaintiff Alvarado and class members were entitled to meal periods in
21 accordance with the California Labor Code and applicable IWC Wage Order or payment of
22 one (1) additional hour of pay at their regular rates of pay when they were not provided with
23 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff Alvarado and class
24 members were not provided with all meal periods or payment of one (1) additional hour of
25 pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30)
26 minute meal period.

27 47. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
28 should have known that Plaintiffs and class members were entitled to rest periods in

1 accordance with the California Labor Code and applicable IWC Wage Order or payment of
2 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
3 permitted to take a compliant rest period and that Plaintiffs and class members were not
4 authorized and permitted to take compliant rest periods, or provided with payment of one (1)
5 additional hour of pay at their regular rates of pay when they were not authorized and
6 permitted to take a compliant rest period.

7 48. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
8 should have known that Plaintiffs and class members were entitled to receive complete and
9 accurate wage statements in accordance with California law. In violation of the California
10 Labor Code, Plaintiffs and class members were not provided complete and accurate wage
11 statements.

12 49. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that they had a duty to maintain accurate and complete payroll records in
14 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
15 knowingly, and intentionally failed to do so.

16 50. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known that they were required to comply with requests from Plaintiff Alvarado
18 and class members to inspect or receive a copy of their wage records within 21 days in
19 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
20 knowingly, and intentionally failed to do so.

21 51. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known that Plaintiffs and class members were entitled to timely payment of all
23 wages earned upon termination of employment. In violation of the California Labor Code,
24 Plaintiffs and class members did not receive payment of all wages due, including, but not
25 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
26 permissible time periods.

27 52. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
28 should have known that Plaintiffs and class members were entitled to timely payment of

1 wages during their employment. In violation of the California Labor Code, Plaintiffs and
2 class members did not receive payment of all wages, including, but not limited to, overtime
3 wages, minimum wages, and/or meal and rest period premiums, within permissible time
4 periods.

5 53. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
6 should have known that Plaintiffs and class members were entitled to receive full
7 reimbursement for all business-related expenses and costs they incurred during the course and
8 scope of their employment and that they did not receive full reimbursement of applicable
9 business-related expenses and costs incurred.

10 54. Plaintiffs are informed and believe, and thereon allege, that at all times herein
11 mentioned, Defendants knew or should have known that Defendants had a duty to provide
12 Plaintiffs and class members with written notice of the material terms of their employment
13 with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

14 55. Plaintiffs are informed and believe, and thereon allege, that at all times herein
15 mentioned, Defendants knew or should have known that they had a duty to compensate
16 Plaintiffs and class members for all hours worked, and that Defendants had the financial
17 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so,
18 and falsely represented to Plaintiffs and class members that they were properly denied wages,
19 all in order to increase Defendants' profits.

20 **PAGA REPRESENTATIVE ALLEGATIONS**

21 56. At all times herein set forth, PAGA provides that any provision of law under
22 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
23 assessed and collected by the LWDA for violations of the California Labor Code and
24 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
25 civil action brought on behalf of themselves and other current or former employees pursuant
26 to procedures outlined in California Labor Code section 2699.3.

27 57. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
28 person who was employed by the alleged violator and against whom one or more of the

1 alleged violations was committed.”

2 58. Plaintiffs and other current and former employees of Defendants are “aggrieved
3 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
4 or former employees and one or more of the alleged violations were committed against them.

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

8 (a) The aggrieved employee or representative shall give written notice by
9 online filing with the LWDA and by certified mail to the employer of
10 the specific provisions of the California Labor Code alleged to have
11 been violated, including the facts and theories to support the alleged
12 violation.

13 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
14 2699.3(a) and any employer response to that notice shall be
15 accompanied by a filing fee of seventy-five dollars (\$75).

16 (c) The LWDA shall notify the employer and the aggrieved employee or
17 representative by certified mail that it does not intend to investigate the
18 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
19 the postmark date of the aggrieved employee’s notice. Upon receipt of
20 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
21 (65) calendar days of the postmark date of the aggrieved employee’s
22 notice, the aggrieved employee may commence a civil action pursuant
23 to California Labor Code section 2699 to recover civil penalties.

24 60. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
25 through Plaintiffs, may pursue a civil action arising under PAGA for violations of any
26 provision other than those listed in Section 2699.5 after the following requirements have been
27 met:

28 (a) The aggrieved employee or representative shall give written notice by

1 online filing with the LWDA and by certified mail to the employer of
2 the specific provisions of the California Labor Code alleged to have
3 been violated (other than those listed in Section 2699.5), including the
4 facts and theories to support the alleged violation.

5 (b) An aggrieved employee's notice filed with the LWDA pursuant to
6 2699.3(c) and any employer response to that notice shall be
7 accompanied by a filing fee of seventy-five dollars (\$75).

8 (c) The employer may cure the alleged violation within thirty-three (33)
9 calendar days of the postmark date of the notice sent by the aggrieved
10 employee or representative. The employer shall give written notice
11 within that period of time by certified mail to the aggrieved employee or
12 representative and by online filing with the LWDA if the alleged
13 violation is cured, including a description of actions taken, and no civil
14 action pursuant to Section 2699 may commence. If the alleged violation
15 is not cured within the 33-day period, the aggrieved employee may
16 commence a civil action pursuant to Section 2699.

17 61. On August 23, 2023, Plaintiff Alvarado provided written notice by online filing
18 to the LWDA and by Certified Mail to Defendants of the specific provisions of the California
19 Labor Code alleged to have been violated, including facts and theories to support the alleged
20 violations, in accordance with California Labor Code section 2699.3. Plaintiff Alvarado's
21 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75).
22 The LWDA PAGA Administrator confirmed receipt of Plaintiff Alvarado's written notice and
23 assigned Plaintiff Alvarado PAGA Case Number LWDA-CM-977298-23. A true and correct
24 copy of Plaintiff Alvarado's written notice to the LWDA and Defendants is attached hereto as
25 "Exhibit 1."

26 62. On January 14, 2026, Plaintiff Guerrero provided written notice by online filing
27 to the LWDA and by Certified Mail to Defendants of the specific provisions of the California
28 Labor Code alleged to have been violated, including facts and theories to support the alleged

1 violations, in accordance with California Labor Code section 2699.3. Plaintiff Guerrero's
2 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75).
3 The LWDA PAGA Administrator confirmed receipt of Plaintiff Guerrero's written notice and
4 assigned Plaintiff Guerrero PAGA Case Number LWDA-CM-1150132-26. A true and correct
5 copy of Plaintiff Guerrero's written notice to the LWDA and Defendants is attached hereto as
6 "Exhibit 2."

7 63. As of the filing date of this amended complaint, over 65 days have passed since
8 Plaintiffs sent the notices described above to the LWDA, and the LWDA has not responded
9 that it intends to investigate Plaintiffs' claims and Defendants have not cured the violations.

10 64. Thus, Plaintiffs have satisfied the administrative prerequisites under California
11 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
12 violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510,
13 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

14 65. Labor Code section 558(a) provides "[a]ny employer or other person acting on
15 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
16 provision regulating hours and days of work in any order of the Industrial Welfare
17 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
18 dollars (\$50) for each underpaid employee for each pay period for which the employee was
19 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
20 underpaid employee for each pay period for which the employee was underpaid" Labor
21 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
22 to any other civil or criminal penalty provided by law."

23 66. Defendants, at all times relevant to this complaint, were employers or persons
24 acting on behalf of an employer(s) who violated Plaintiffs' and other aggrieved employees'
25 rights by violating various sections of the California Labor Code as set forth above.

26 67. As set forth below, Defendants have violated numerous provisions of both the
27 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
28 Order.

68. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiffs, acting in the public interest as private attorneys general, seek assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

69. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure section 382.

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

71. Plaintiffs' proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

72. Plaintiffs' proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

73. Members of the Class and Subclass are referred to herein as "class members."

74. Plaintiffs reserve the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

75. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants required Plaintiffs and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime

1 compensation to Plaintiffs and class members;

2 (b) Whether Defendants failed to include all forms of remuneration in the
3 regular rate of pay as required by law for purposes of paying overtime
4 wages and/or meal and rest period premiums to Plaintiff Alvarado
5 and/or class members;

6 (c) Whether Defendants failed to pay Plaintiffs and class members at least
7 minimum wages for all hours worked;

8 (d) Whether Defendants failed to provide Plaintiff Alvarado and class
9 members with meal periods;

10 (e) Whether Defendants failed to authorize and permit Plaintiffs and class
11 members to take rest periods;

12 (f) Whether Defendants provided Plaintiffs and class members with
13 complete and accurate wage statements as required by California Labor
14 Code section 226(a);

15 (g) Whether Defendants maintained accurate payroll records as required by
16 California Labor Code section 1174(d);

17 (h) Whether Defendants failed to produce copies or allow inspection of
18 employees' own personnel and other employment records upon written
19 request within the statutory time limits;

20 (i) Whether Defendants failed to pay earned overtime wages, minimum
21 wages, and/or meal and rest period premiums due to Plaintiffs and class
22 members upon their discharge;

23 (j) Whether Defendants failed timely to pay overtime wages, minimum
24 wages, and/or meal and rest period premiums due to Plaintiffs and class
25 members during their employment;

26 (k) Whether Defendants failed to reimburse Plaintiffs and class members
27 for necessary and required business-related expenditures and/or losses
28 incurred by them in the scope of their employment;

- 1 (l) Whether Defendants failed to provide written notice of information
2 material to Plaintiffs' and class members' employment with Defendants;
3 (m) Whether Defendants engaged in unlawful and unfair business practices
4 in violation of California Business & Professions Code sections 17200,
5 *et seq.*; and
6 (n) The appropriate amount of damages, restitution, or monetary penalties
7 resulting from Defendants' violations of California law.

8 76. There is a well-defined community of interest in the litigation and the class
9 members are readily ascertainable:

- 10 (a) Numerosity: The class members are so numerous that joinder of all
11 members would be unfeasible and impractical. The membership of the
12 entire class is unknown to Plaintiffs at this time; however, the class is
13 estimated to be greater than one hundred (100) individuals and the
14 identity of such membership is readily ascertainable by inspection of
15 Defendants' employment records.
16 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
17 protect the interests of each class member with whom they have a well-
18 defined community of interest, and Plaintiffs' claims (or defenses, if
19 any) are typical of all class members as demonstrated herein.
20 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
21 protect the interests of each class member with whom they have a well-
22 defined community of interest and typicality of claims, as demonstrated
23 herein. Plaintiffs acknowledge that they have an obligation to make
24 known to the Court any relationship, conflicts or differences with any
25 class member. Plaintiffs' attorneys, the proposed class counsel, are
26 versed in the rules governing class action discovery, certification, and
27 settlement. Plaintiffs have incurred, and throughout the duration of this
28 action, will continue to incur costs and attorneys' fees that have been,

are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

(Against all Defendants)

77. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

78. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

79. California Labor Code section 1198 and the applicable IWC Wage Order

1 provide that it is unlawful to employ persons without compensating them at a rate of pay
2 either time-and-one-half or two-times that person's regular rate of pay, depending on the
3 number of hours worked by the person on a daily or weekly basis.

4 80. Specifically, the applicable IWC Wage Order provides that Defendants are and
5 were required to pay Plaintiffs and class members working more than eight (8) hours in a day
6 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
7 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
8 workweek.

9 81. The applicable IWC Wage Order further provides that Defendants are and were
10 required to pay Plaintiffs and class members working more than twelve (12) hours in a day,
11 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
12 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
13 employee, including nondiscretionary bonuses and incentive pay.

14 82. California Labor Code section 510 codifies the right to overtime compensation
15 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
16 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
17 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
18 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
19 in a day on the seventh (7th) day of work.

20 83. During the relevant time period, Defendants willfully failed to pay all overtime
21 wages owed to Plaintiffs and class members. During the relevant time period, Plaintiffs and
22 class members were not paid overtime premiums for all of the hours they worked in excess of
23 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
24 hours in a week, because all hours worked were not recorded.

25 84. First, during the relevant time period, Defendants had a company-wide rotating
26 "on-call" policy, whereby they scheduled Plaintiff Alvarado and class members to work an
27 "on-call" week once per quarter. During an "on-call" week, Plaintiff Alvarado and class
28 members had to be available outside of Defendants' regular business hours and were required

1 to respond to calls from patients that had come through Defendants' after-hours hotline.
2 Specifically, during an "on-call" week, Plaintiff Alvarado and class members were required to
3 be available Monday through Friday, from 5:00 p.m. to 8:00 p.m., and on Saturday and
4 Sunday from 8:00 a.m. to 8:00 p.m., and answer any call from Defendants' patients and
5 providers, and, if necessary, report to Defendants' clinic(s). Defendants required Plaintiff
6 Alvarado and class members to keep their personal cellular phones on their persons and
7 respond immediately while working an "on-call" week. Additionally, Defendants issued
8 company laptop computers to Plaintiff Alvarado and class members and required them to take
9 the laptop computers home with them so they would be able to access patient files and look up
10 pertinent information while working an "on-call" week. When scheduled to be "on-call,"
11 Plaintiff Alvarado and class members were, in essence, on controlled standby for Defendants
12 because they could not use that time freely for their own purposes and were forced to put their
13 lives on hold. For example, Plaintiff Alvarado refrained from making plans altogether while
14 "on-call" because she knew that she had to drop whatever she was doing at a moment's notice
15 if she received a call from Defendants. Defendants paid Plaintiff Alvarado and class members
16 a flat rate of \$150.00 per week during an "on-call" week. However, Defendants failed to pay
17 Plaintiff Alvarado and class members for the time during which they were waiting to receive a
18 call from Defendants and unable to use their time for their own purposes.

19 85. Second, during the relevant time period, Defendants had, and continue to have,
20 a company-wide policy and/or practice of discouraging and impeding Plaintiff Guerrero and
21 class members from recording hours worked that were outside of their scheduled shifts in
22 order to limit the amount of overtime employees could accrue. Specifically, Defendants'
23 management pressured Plaintiff Guerrero and class members to record their scheduled shift
24 start-times and shift end-times instead of their actual hours worked to limit the overtime hours
25 employees were eligible to be compensated for. This policy of limiting overtime led Plaintiff
26 Guerrero and class members to work off-the-clock after their scheduled shift. For example, on
27 at least one (1) occasion, Plaintiff Guerrero was required to spend 15-20 minutes attending to
28 a patient who came in after he had clocked out at his scheduled shift end-time, and was not

1 paid for this time. Thus, Defendants failed to track this time spent working outside of their
2 scheduled shifts, and Plaintiff Guerrero and class members received no compensation for this
3 time.

4 86. Third, Defendants had, and continue to have, a company-wide policy and/or
5 practice requiring Plaintiffs and class members to perform various work-related tasks while
6 off-the-clock before and after their shifts. For example, Plaintiffs and class members were
7 required to respond to phone communications from management and other employees before
8 and after their shifts or on their days off. For instance, at least twice per week, Plaintiff
9 Alvarado was required to answer work-related phone calls and text messages from other staff
10 and patient care providers, while off-the-clock, to discuss the coordination of patient care
11 visits. As a further example, Plaintiff Guerrero was also required to communicate with
12 Defendants' management and other employees via phone calls and text messages to discuss
13 work-related matters, such as scheduling and coverage issues, and questions regarding
14 logistics and employee discipline, time for which he was not paid.

15 87. Moreover, Plaintiffs and class members were required to drive to Defendants'
16 other locations to cover shifts or attend trainings, but were not compensated for their travel
17 time. For example, one morning, Plaintiff Alvarado received a call from her supervisor and
18 was told to cover Defendants' Victorville location. Plaintiff Alvarado was required to drive
19 from her home in Hesperia, California to Defendants' Hesperia location to pick up her
20 company laptop before driving to work at Defendants' Victorville, California location.
21 Plaintiff Alvarado spent 30 minutes or more driving between locations while off-the-clock
22 because she was only permitted to clock in when she arrived at the Victorville clinic. As a
23 further example, on at least one (1) occasion, Plaintiff Guerrero's supervisor required him to
24 travel an additional hour and 10 minutes to Defendants' San Jacinto clinic to cover a shift
25 when he was already near the Riverside clinic where he was originally scheduled to work that
26 day. Thus, Defendants failed to track all of the time that employees spent performing work-
27 related tasks outside of their shifts, and Plaintiffs and class members received no
28 compensation for this time.

1 88. Fourth, during the relevant time period, Defendants had, and continue to have,
2 a company-wide policy and/or practice of understaffing their locations, including adopting a
3 single-staffing model for some of their positions, while assigning heavy workloads, resulting
4 in a failure to provide Plaintiff Alvarado and class members with adequate meal period
5 coverage. As a result of this lack of meal period coverage, Plaintiff Alvarado and class
6 members were not always afforded uninterrupted 30-minute meal periods during shifts when
7 they were entitled to receive a meal period. Defendants also had a practice of failing to
8 schedule meal periods which, combined with the assignment of heavy workloads, further
9 caused Plaintiff Alvarado and class members to not be relieved of their duties for compliant
10 meal periods. For example, Plaintiff Alvarado worked through her meal periods to keep up
11 with the demands of work and complete her assigned duties, and had her meal periods
12 interrupted by management to discuss her work performance. Consequently, Plaintiff
13 Alvarado and class members were required to work through meal periods and/or had their
14 meal periods interrupted to complete their assigned workloads, and Defendants did not pay
15 Plaintiff Alvarado and class members for the time they continued to perform tasks during
16 meal periods.

17 89. Defendants knew or should have known that as a result of these company-wide
18 practices and/or policies, Plaintiffs and class members were performing their assigned duties
19 off-the-clock before and after their shifts and during meal periods, and were suffered or
20 permitted to perform work for which they were not paid. Because Plaintiffs and class
21 members sometimes worked shifts of eight (8) hours or more a day, or forty (40) hours a week
22 or more, some of this off-the-clock work qualified for overtime premium pay. Therefore,
23 Plaintiffs and class members were not paid overtime wages for all of the overtime hours they
24 actually worked.

25 90. Furthermore, Defendants did not pay Plaintiff Alvarado and/or class members
26 the correct overtime rate for the recorded overtime hours that they generated. In addition to
27 an hourly wage, Defendants paid Plaintiff Alvarado and/or class members incentive pay,
28 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the

1 California Labor Code, Defendants failed to incorporate all compensation, including incentive
2 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
3 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
4 times when Plaintiff Alvarado and/or class members worked overtime and received these
5 other forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime
6 rate than required.

7 91. Defendants' failure to pay Plaintiffs and class members the balance of overtime
8 compensation as required by California law, violates the provisions of California Labor Code
9 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiffs and class
10 members are entitled to recover from Defendants their unpaid overtime compensation, as well
11 as interest, costs, and attorneys' fees.

12 **SECOND CAUSE OF ACTION**

13 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 14 **Minimum Wages** 15 **(Against all Defendants)**

16 92. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
17 and every allegation set forth above.

18 93. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
19 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
20 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
21 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the
22 time during which an employee is subject to the control of an employer, and includes all the
23 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
24 Code Regs. tit. 8, § 11040(2)(L) (defining "Hours Worked").

25 94. As set forth above, Defendants systematically, and on a company-wide basis,
26 required Plaintiff Alvarado and class members to work "on-call" weeks during which they had
27 to put their lives on hold and were restricted from using that time freely for their own
28 purposes. Even though Plaintiff Alvarado and class members were subject to Defendants'

control during an “on-call” shift, Defendants did not pay Plaintiff Alvarado and class members at least minimum wages for all hours that they were suffered or permitted to work.

95. As also stated above, during the relevant time period, as a result of Defendants’ policies and/or practices of limiting the amount of overtime employees could accrue, Defendants required Plaintiff Guerrero and class members to perform work-related tasks while off-the-clock outside of their shifts, including attending to patients who arrived after employees’ scheduled shifts. Furthermore, Defendants had a company-wide policy and/or practice requiring Plaintiffs and class members to perform various work-related tasks outside of their scheduled shifts, including answering phone calls and texts messages from Defendants and driving to Defendants’ other locations to cover shifts or attend trainings. Defendants failed to track this time Plaintiffs and class members spent working off-the-clock, and Plaintiffs and class members received no compensation for this time.

96. Additionally, as stated, due to Defendants’ policies and/or practices of understaffing and/or single-staffing their locations, assigning heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Plaintiff Alvarado and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, time for which they were not paid.

97. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiffs and class members. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

98. Defendants’ failure to pay Plaintiffs and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiffs and class members are entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

1 **THIRD CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

3 **Violations**

4 **(Against all Defendants)**

5 99. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 100. At all relevant times herein set forth, California Labor Code section 512(a)
8 provides that an employer may not require, cause, or permit an employee to work for a period
9 of more than five (5) hours per day without providing the employee with a meal period of not
10 less than thirty (30) minutes, except that if the total work period per day of the employee is
11 not more than six (6) hours, the meal period may be waived by mutual consent of both the
12 employer and the employee. Under California law, first meal periods must start after no more
13 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

14 101. At all relevant times herein set forth, California Labor Code sections 226.7,
15 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
16 meal period mandated by an applicable order of the IWC.

17 102. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
18 and the applicable IWC Wage Order also require employers to provide a second meal period
19 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
20 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
21 total hours worked is no more than twelve (12) hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal period was not
23 waived.

24 103. During the relevant time period, as stated, Defendants had, and continue to
25 have, a company-wide policy and/or practice of understaffing and/or single-staffing their
26 locations while assigning heavy workloads, which has resulted in a lack of meal period
27 coverage and prevented Plaintiff Alvarado and class members from taking all timely,
28 uninterrupted meal periods to which they were entitled. Further, as stated, Defendants had a

1 practice of failing to schedule meal periods, which further caused Plaintiff Alvarado and class
2 members to not be relieved of their duties for compliant meal periods. As a result, Plaintiff
3 Alvarado and class members had to work through all or part of their meal periods, had their
4 meal periods interrupted, and/or had to wait extended periods of time before taking meal
5 periods. For example, approximately twice per week, Plaintiff Alvarado could not take her
6 meal periods until more than five (5) hours into her shifts, due to the heavy workload and lack
7 of coverage. As another example, as stated, Plaintiff Alvarado had her meal periods
8 interrupted by management to discuss her work performance and missed meal periods to
9 complete her assigned duties. Plaintiff Alvarado and class members did not sign valid meal
10 period waivers on days that they were entitled to meal periods and were not relieved of all
11 duties.

12 104. At all times herein mentioned, Defendants knew or should have known that, as
13 a result of these policies, Plaintiff Alvarado and class members were prevented from being
14 relieved of all duties and required to perform some of their assigned duties during meal
15 periods. Defendants further knew or should have known that Defendants did not pay Plaintiff
16 Alvarado and class members meal period premiums when meal periods were late, interrupted,
17 shortened, and/or missed.

18 105. Moreover, Defendants engaged in a company-wide practice and/or policy of
19 not paying meal period premiums owed when compliant meal periods are not provided.
20 Because of this practice and/or policy, Plaintiff Alvarado and class members have not
21 received premium pay for missed, late, and interrupted meal periods. Alternatively, to the
22 extent that Defendants did pay Plaintiff Alvarado and/or class members premium pay for
23 missed, late, and interrupted meal periods, Defendants did not pay Plaintiff Alvarado and/or
24 class members at the correct rate of pay for premiums because Defendants systematically
25 failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses,
26 and/or other forms of remuneration, in the regular rate of pay. As a result, Defendants failed
27 to provide Plaintiff Alvarado and class members compliant meal periods in violation of
28 California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period

1 premiums due.

2 106. Defendants' conduct violates the applicable IWC Wage Order, and California
3 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff Alvarado and class members are
4 therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's
5 regular rate of compensation for each work day that the meal period was not provided.

6 **FOURTH CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 8 **(Against all Defendants)**

9 107. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
10 and every allegation set forth above.

11 108. At all relevant times herein set forth, the applicable IWC Wage Order and
12 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
13 members' employment by Defendants.

14 109. At all relevant times, the applicable IWC Wage Order provides that "[e]very
15 employer shall authorize and permit all employees to take rest periods, which insofar as
16 practicable shall be in the middle of each work period" and that the "rest period time shall be
17 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
18 hours or major fraction thereof" unless the total daily work time is less than three and one-half
19 (3 ½) hours.

20 110. At all relevant times, California Labor Code section 226.7 provides that no
21 employer shall require an employee to work during any rest period mandated by an applicable
22 order of the California IWC. To comply with its obligation to authorize and permit rest
23 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
24 employer must "relinquish any control over how employees spend their break time, and
25 relieve their employees of all duties—including the obligation that an employee remain on
26 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
27 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
28 Labor Code section 226.7(c), Plaintiffs and class members are entitled to recover from

1 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
2 required rest period was not authorized and permitted.

3 111. During the relevant time period, Defendants regularly failed to authorize and
4 permit Plaintiffs and class members to take a ten (10) minute rest period per each four (4)
5 hour period worked or major fraction thereof. As with meal periods, Defendants' company-
6 wide practices and/or policies of understaffing and/or single-staffing and assigning heavy
7 workloads prevented Plaintiffs and class members from being relieved of all duty to take rest
8 periods. For example, Defendants required Plaintiff Guerrero and class members to answer a
9 backlog of customer service calls as quickly as possible while only having 2-4 Patient
10 Concierges on staff. Additionally, Defendants failed to schedule rest periods, which, coupled
11 with Defendants' failure to provide adequate rest period coverage, further led to Plaintiffs and
12 class members not being authorized and permitted to take rest periods.

13 112. Furthermore, upon information and belief, during the relevant time period,
14 Defendants maintained and implemented a company-wide on-premises rest period policy,
15 which effectively required that Plaintiffs and class members remain on the work premises
16 during their rest periods. Because Plaintiffs and class members were restricted from leaving
17 the premises during rest periods, they were denied the ability to use their rest periods freely
18 for their own purposes, such as running personal errands. Thus, Defendants effectively
19 maintained control over Plaintiffs and class members during rest periods.

20 113. As a result of Defendants' practices and policies, Plaintiffs and class members
21 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
22 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff
23 Alvarado had to forgo nearly all of her rest periods because of the lack of coverage and
24 Defendants' failure to schedule rest periods for employees. When Plaintiff Alvarado was able
25 to take her rest periods, they were often shortened, in order for her to keep up with her
26 assigned duties. As a further example, throughout his employment, Plaintiff Guerrero had to
27 forgo his rest periods entirely.

28 114. Defendants have also engaged in a company-wide practice and/or policy of not

1 paying rest period premiums owed when compliant rest periods are not authorized and
2 permitted. Because of this practice and/or policy, Plaintiffs and class members have not
3 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
4 did pay Plaintiff Alvarado and/or class members one (1) additional hour of premium pay for
5 missed rest periods, Defendants did not pay Plaintiff Alvarado and/or class members at the
6 correct rate of pay for premiums because Defendants failed to include all forms of
7 compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of
8 remuneration, in the regular rate of pay. As a result, Defendants denied Plaintiffs and class
9 members rest periods and failed to pay them rest period premiums due, in violation of Labor
10 Code sections 226.7 and 516, and the applicable IWC Wage Order.

11 115. Defendants' conduct violates the applicable IWC Wage Order and California
12 Labor Code sections 226.7, 516, and 1198. Plaintiffs and class members are therefore entitled
13 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
14 compensation for each work day that a compliant rest period was not authorized and
15 permitted.

16 **FIFTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 18 **Statements and Failure to Maintain Accurate Payroll Records** 19 **(Against all Defendants)**

20 116. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
21 and every allegation set forth above.

22 117. At all relevant times herein set forth, California Labor Code section 226(a)
23 provides that every employer shall furnish each of his or her employees an accurate and
24 complete itemized wage statement in writing, including, but not limited to, the name and
25 address of the legal entity that is the employer, the inclusive dates of the pay period, total
26 hours worked, and all applicable rates of pay.

27 118. At all relevant times, Defendants have knowingly and intentionally provided
28 Plaintiffs and Subclass members with uniform, incomplete, and inaccurate wage statements.

1 For example, Defendants issued uniform wage statements to Plaintiffs and Subclass members
2 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
3 applicable hourly rates in effect during the pay period, including rates of pay for overtime
4 wages and/or meal and rest period premiums, and the corresponding number of hours worked
5 at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5),
6 and 226(a)(9).

7 119. Because Defendants did not record the time Plaintiffs and Subclass members
8 spent working off-the-clock, Defendants did not list the correct amount of gross wages and net
9 wages earned by Plaintiffs and Subclass members in compliance with sections 226(a)(1) and
10 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
11 worked by Plaintiffs and Subclass members, in violation of section 226(a)(2), and failed to list
12 the applicable hourly rates of pay in effect during the pay period and the corresponding
13 accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

14 120. In addition, because Defendants did not calculate Plaintiff Alvarado's and/or
15 Subclass members' regular rate of pay correctly for purposes of paying overtime wages and/or
16 meal and rest period premiums, Defendants did not list the correct amount of gross wages in
17 compliance with section 226(a)(1). For the same reason, Defendants failed to list the correct
18 amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list
19 all applicable hourly rates in effect during the pay period, namely, correct rates of pay for
20 overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

21 121. The wage statement deficiencies also include, among other things, failing to list
22 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
23 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
24 for which employees were paid; failing to list the name of the employee and only the last four
25 digits of his or her social security number or an employee identification number other than a
26 social security number; failing to list the name and address of the legal entity that is the
27 employer; and/or failing to state all hours worked as a result of not recording or stating the
28 hours worked off-the-clock.

1 122. California Labor Code section 1174(d) provides that “[e]very person employing
2 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
3 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
4 plants or establishments at which employees are employed, payroll records showing the hours
5 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
6 applicable piece rate paid to, employees employed at the respective plants or
7 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
8 Defendants willfully failed to maintain accurate payroll records for Plaintiffs and Subclass
9 members showing the daily hours they worked and the wages paid thereto as a result of failing
10 to record the off-the-clock hours that they worked.

11 123. California Labor Code section 1198 provides that the maximum hours of work
12 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
13 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
14 employment of any employees for longer hours than those fixed by the order or under
15 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
16 Wage Order, employers are required to keep accurate time records showing when the
17 employee begins and ends each work period and meal period. During the relevant time
18 period, Defendants engaged in company-wide practices and/or policies of failing to record
19 actual hours worked, and thereby failed to keep accurate records of work period and meal
20 period start and end times for Plaintiffs and Subclass members, in violation of section 1198.

21 124. Plaintiffs and Subclass members are entitled to recover from Defendants the
22 greater of their actual damages caused by Defendants’ failure to comply with California Labor
23 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
24 employee.

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1 **SIXTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5—Failure to**
3 **Produce and/or Permit Inspection of Records and Instruments Signed**
4 **(Against all Defendants)**

5 125. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 126. At all relevant times herein, California Labor Code section 226(b) provides that
8 every employer shall furnish current and former employees the right to inspect or copy
9 records pertaining to their employment, upon reasonable request to the employer. Labor Code
10 Section 226(c) provides that an employer must comply with a request made pursuant to Labor
11 Code section 226(b) no later than 21 calendar days from the date of the employee's request.
12 California Labor Code section 226(f) states "[a] failure by an employer to permit a current or
13 former employee to inspect or copy records within the time set forth in subdivision (c) entitles
14 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-
15 dollar (\$750) penalty from the employer." Labor Code section 226(h) states "[a]n employee
16 may also bring an action for injunctive relief to ensure compliance with this section, and is
17 entitled to an award of costs and reasonable attorney's fees."

18 127. At all times relevant herein, California Labor Code section 432 states "[i]f an
19 employee or applicant signs any instrument relating to the obtaining or holding of
20 employment, he shall be given a copy of the instrument upon request." Labor Code section
21 433 states "[a]ny person violating this article is guilty of a misdemeanor."

22 128. At all times relevant herein, California Labor Code section 1198.5 requires that
23 an employer provide a copy of an employee's personnel record no later than 30 days from the
24 date the employer receives a written request. If an employer fails to satisfy this written
25 request, the former employee may recover a penalty of \$750 from the employer. Cal. Lab.
26 Code § 1198.5(k). The former employee may also bring an action for injunctive relief and
27 may recover costs and reasonable attorney's fees. Cal. Lab. Code § 1198.5(l).

28 129. At all times relevant herein, IWC Wage Order No. 4-2001, subdivision 7(A),

1 provides “[e]very employer shall keep accurate information with respect to each employee
2 including the following: (1) Full name, home address, occupation and social security number.
3 (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when
4 the employee begins and ends each work period. Meal periods, split shift intervals and total
5 daily hours worked shall also be recorded. Meal periods during which operations cease and
6 authorized rest periods need not be recorded. (4) Total wages paid each payroll period,
7 including value of board, lodging, or other compensation actually furnished to the employee.
8 (5) Total hours worked in the payroll period and applicable rates of pay. This information
9 shall be made readily available to the employee upon reasonable request.” IWC Wage Order
10 No. 5-2001, subdivision 7(C), also provides “[a]ll required records shall be in the English
11 language and in ink or other indelible form, properly dated, showing month, day and year, and
12 shall be kept on file by the employer for at least three years at the place of employment or at a
13 central location within the State of California. An employee’s records shall be available for
14 inspection by the employee upon reasonable request.”

15 130. During the relevant time period, Plaintiff Alvarado sent Defendants reasonable
16 written request for documents and records relating to her employment with Defendants.
17 During the relevant time period, Defendants failed to produce for inspection and copying or
18 otherwise permit inspection and copying of documents and records relating to Plaintiff
19 Alvarado’s employment. For example, on June 7, 2023, Plaintiff Alvarado sent a written
20 request to Defendants via FedEx overnight mail. On June 8, 2023, FedEx confirmed
21 Defendants received Plaintiff Alvarado’s written request for records. Then, on July 11, 2023,
22 Plaintiff Alvarado sent a second written request to Defendants via FedEx overnight mail. On
23 June 12, 2023, FedEx confirmed Defendants received Plaintiff Alvarado’s second written
24 request for records. To date, Defendants have failed to respond to either of Plaintiff
25 Alvarado’s written request for records. Thus, Defendants have failed to comply with the
26 reasonable written requests for documentation and records relating to Plaintiff Alvarado’s
27 employment within the statutory time limits, in violation of Labor Code sections 226(b)-(c),
28 432, 1198, 1198.5, and the applicable IWC Wage Order.

1 131. Plaintiff Alvarado and class members are therefore entitled to recover statutory
2 penalties of \$750 per employee, injunctive relief, and attorney's fees and costs, pursuant to
3 California Labor Code sections 226(f) and (h) and/or 1198.5(k) and (l).

4 **SEVENTH CAUSE OF ACTION**

5 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**
6 **Termination**
7 **(Against all Defendants)**

8 132. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
9 and every allegation set forth above.

10 133. This cause of action is dependent upon, and wholly derivative of, the overtime
11 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
12 Plaintiffs and those class members no longer employed by Defendants upon their termination.

13 134. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
14 that if an employer discharges an employee, the wages earned and unpaid at the time of
15 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
16 her employment, his or her wages shall become due and payable not later than seventy-two
17 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
18 his or her intention to quit, in which case the employee is entitled to his or her wages at the
19 time of quitting.

20 135. Defendants willfully failed to pay Plaintiffs and class members who are no
21 longer employed by Defendants the earned and unpaid wages set forth above, including but
22 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
23 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
24 employ.

25 136. Defendants' failure to pay Plaintiffs and class members who are no longer
26 employed by Defendants their wages earned and unpaid at the time of discharge, or within
27 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
28 and 202. Plaintiffs and class members are therefore entitled to recover from Defendants the

1 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
2 thirty (30) day maximum pursuant to California Labor Code section 203.

3 **EIGHTH CAUSE OF ACTION**

4 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 5 **Employment** 6 **(Against all Defendants)**

7 137. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
8 and every allegation set forth above.

9 138. This cause of action is dependent upon, and wholly derivative of, the overtime
10 wages, minimum wages, and/or meal and rest period premiums, that were not timely paid to
11 Plaintiffs and class members during their employment.

12 139. At all times relevant herein set forth, Labor Code section 204 provides that all
13 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
14 days, inclusive, of any calendar month, other than those wages due upon termination of an
15 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
16 the month during which the labor was performed.

17 140. At all times relevant herein, Labor Code section 204 provides that all wages
18 earned by any person in any employment between the sixteenth (16th) and the last day,
19 inclusive, of any calendar month, other than those wages due upon termination of an
20 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
21 month.

22 141. At all times relevant herein, Labor Code section 204 provides that all wages
23 earned for labor in excess of the normal work period shall be paid no later than the payday for
24 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
25 204 provides that the requirements of this section are deemed satisfied by the payment of
26 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
27 seven (7) calendar days following the close of the payroll period.

28 142. During the relevant time period, Defendants willfully failed to pay Plaintiffs

1 and class members all wages due including, but not limited to, overtime wages, minimum
2 wages, and/or meal and rest period premiums, within the time periods specified by California
3 Labor Code section 204.

4 143. Defendants' failure to pay Plaintiffs and class members all wages due violates
5 Labor Code section 204. Plaintiffs and class members are therefore entitled to recover from
6 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

7 **NINTH CAUSE OF ACTION**

8 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 9 **(Against all Defendants)**

10 144. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
11 and every allegation set forth above.

12 145. At all times herein set forth, California Labor Code section 2802 provides that
13 an employer must reimburse employees for all necessary expenditures and losses incurred by
14 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
15 to prevent employers from passing off their cost of doing business and operating expenses on
16 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
17 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen
18 tools or equipment are required by the employer or are necessary to the performance of a job,
19 such tools and equipment shall be provided and maintained by the employer, except that an
20 employee whose wages are at least two (2) times the minimum wage provided herein may be
21 required to provide and maintain hand tools and equipment customarily required by the trade
22 or craft." IWC Wage Order No. 4-2001 further provides that: "[w]hen uniforms are required
23 by the employer to be worn by the employee as a condition of employment, such uniforms
24 shall be provided and maintained by the employer."

25 146. First, during the relevant time period, Defendants, on a company-wide basis,
26 required that Plaintiffs and class members use their own personal mobile devices, including,
27 but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed
28 to reimburse them for the costs of their work-related mobile device expenses. For example,

1 Plaintiffs and class members were required to use their personal mobile devices to
2 communicate with Defendants' managers, other staff, and/or patient care providers about
3 work-related matters. Although Defendants required Plaintiffs and class members to utilize
4 their personal mobile devices and/or mobile data to carry out their work-related
5 responsibilities, Defendants failed to reimburse them for these costs.

6 147. Second, Defendants had a company-wide policy of requiring Plaintiff Alvarado
7 and class members to utilize their own personal vehicles to carry out company business, but
8 failed to reimburse them for all costs of travel, including mileage. For example, as set forth
9 above, Plaintiff Alvarado was required to drive from her home to Defendants' Hesperia
10 location to pick up her company laptop before driving approximately six (6) miles to work at
11 Defendants' Victorville location to cover a shift. Although Defendants required Plaintiff
12 Alvarado and class members to utilize their own vehicles to carry out their work-related
13 responsibilities, Defendants did not reimburse them for their travel expenses.

14 148. Third, during the relevant time period, Defendants required Plaintiff Guerrero
15 and class members to wear uniforms bearing Defendants' company logo, including polo shirts.
16 However, Defendants did not provide its employees with sufficient uniforms to wear for their
17 shifts throughout the week. For example, Defendants only provided Plaintiff Guerrero with
18 one (1) polo shirt. Because Defendants failed to provide their employees with an adequate
19 number of uniforms in relation to their scheduled shifts, Plaintiff Guerrero and class members
20 were required to wash their uniform items more frequently than their other clothing, thus
21 incurring additional laundry expenses for the upkeep of their uniforms. Thus, Defendants
22 failed to maintain uniforms they required Plaintiff Guerrero and class members to wear during
23 their shifts and forced them to incur the cost of maintaining employee uniforms.

24 149. Defendants could have provided Plaintiffs and class members with the actual
25 equipment for use on the job, such as company mobile devices, company vehicles, and a
26 sufficient amount of uniforms or access to laundering services. Or, Defendants could have
27 reimbursed employees for their mobile device usage, mileage, travel expenses, and laundering
28 expenses, or provided a uniform maintenance allowance. Instead, Defendants passed these

1 operating costs onto Plaintiffs and class members.

2 150. Defendants' company-wide policy and/or practice of passing on their operating
3 costs to Plaintiffs and class members violates California Labor Code section 2802.

4 Defendants have intentionally and willfully failed to reimburse Plaintiffs and class members
5 for necessary business-related expenses and costs.

6 151. Plaintiffs and class members are entitled to recover from Defendants their
7 business-related expenses incurred during the course and scope of their employment, plus
8 interest.

9 **TENTH CAUSE OF ACTION**

10 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

11 **(Against all Defendants)**

12 152. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
13 and every allegation set forth above.

14 153. California Labor Code sections 2698, *et seq.* permit Plaintiffs to recover civil
15 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
16 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
17 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits
18 aggrieved employees, including Plaintiffs, to recover civil penalties for violations of those
19 Labor Code sections not found in section 2699.5, including sections 226(b)-(c), 432, 516,
20 1182.12, 1198.5, and 2810.5.

21 154. Defendants' conduct, as alleged herein, violates numerous sections of the
22 California Labor Code, including, but not limited to, the following:

- 23 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
24 Wage Order for Defendants' failure to compensate Plaintiffs and other
25 aggrieved employees with all required overtime pay, as alleged herein;
- 26 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
27 applicable IWC Wage Order for Defendants' failure to include all forms
28 of remuneration in the regular rate of pay as required by law for

1 purposes of paying overtime wages and/or meal and rest period
2 premiums to Plaintiff Alvarado and/or other aggrieved employees, as
3 alleged herein;

4 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
5 1198, and the applicable IWC Wage Order for Defendants' failure to
6 compensate Plaintiffs and other aggrieved employees with at least
7 minimum wages for all hours worked, as alleged herein;

8 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
9 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
10 Alvarado and other aggrieved employees with meal periods, as alleged
11 herein;

12 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
13 applicable IWC Wage Order for Defendants' failure to authorize and
14 permit Plaintiffs and other aggrieved employees to take rest periods, as
15 alleged herein;

16 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
17 IWC Wage Order for failure to provide accurate and complete wage
18 statements to Plaintiffs and other aggrieved employees, as alleged
19 herein;

20 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
21 IWC Wage Order for failure to maintain payroll records, as alleged
22 herein;

23 (h) Violation of Labor Code sections 226(b)-(c), 432, 1198, 1198.5, and the
24 applicable IWC Wage Order for failure to produce copies or allow
25 inspection of Plaintiff Alvarado's and other aggrieved employees' own
26 personnel file and other employment records upon written request
27 within the statutory time limits, as alleged herein;

28 (i) Violation of Labor Code sections 201 and 202 for failure to pay all

1 earned wages upon termination, as alleged herein;

2 (j) Violation of Labor Code section 204 for failure to pay all earned wages
3 during employment, as alleged herein;

4 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiffs
5 and other aggrieved employees for all business expenses necessarily
6 incurred, as alleged herein; and

7 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
8 provide written notice of information material to Plaintiffs' and other
9 aggrieved employees' employment with Defendants, as set forth below.

10 155. At all relevant times herein, California's Wage Theft Prevention Act was
11 enacted to ensure that employers provide employees with basic information material to their
12 employment relationship at the time of hiring, and to ensure that employees are given written
13 and timely notice of any changes to basic information material to their employment. Codified
14 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
15 time of hiring, an employer must provide written notice to employees containing basic and
16 material payroll information, including, among other things, the rate(s) of pay and basis
17 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
18 including any rates for overtime, the regular payday designated by the employer, and any
19 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
20 Code § 2810.5(a)(1)(A)-(C).

21 156. At all relevant times, on information and belief, Defendants failed, on a
22 company-wide basis, to provide written notice to Plaintiffs and other aggrieved employees
23 that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

24 157. Defendants' failure to provide Plaintiffs and other aggrieved employees with
25 written notice of basic information regarding their employment with Defendants is in violation
26 of Labor Code section 2810.5. Plaintiffs and other aggrieved employees are therefore entitled
27 to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

28 //

1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

5 158. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 159. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 160. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have
12 suffered injury in fact and have lost money as a result of Defendants’ unlawful business
13 practices. Plaintiffs seek to enforce important rights affecting the public interest within the
14 meaning of Code of Civil Procedure section 1021.5.

15 161. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business &
17 Professions Code sections 17200, *et seq.*

18 162. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
20 policies and practices have violated state law in at least the following respects:

- 21 (a) Requiring non-exempt, hourly paid employees, including Plaintiffs and
22 class members, to work overtime without paying them proper
23 compensation in violation of California Labor Code sections 510 and
24 1198, and the applicable IWC Wage Order, as alleged herein;
- 25 (b) Failing to include all forms of remuneration in the regular rate of pay as
26 required by law for purposes of paying overtime wages and/or meal and
27 rest period premiums to Plaintiff Alvarado and/or class members, in
28 violation of California Labor Code sections 226.7, 510, and 1198, and

1 the applicable IWC Wage Order, as alleged herein;

2 (c) Failing to pay at least minimum wage to Plaintiffs and class members in
3 violation of California Labor Code sections 1182.12, 1194, 1197,
4 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
5 herein;

6 (d) Failing to provide all meal periods to Plaintiff Alvarado and class
7 members in violation of California Labor Code sections 226.7, 512(a),
8 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

9 (e) Failing to authorize and permit Plaintiffs and class members to take all
10 rest periods in violation of California Labor Code sections 226.7, 516,
11 and 1198, and the applicable IWC Wage Order, as alleged herein;

12 (f) Failing to provide Plaintiffs and class members with accurate wage
13 statements and failing to maintain accurate payroll records in violation
14 of California Labor Code sections 226(a), 1174(d), and 1198, and the
15 applicable IWC Wage Order, as alleged herein;

16 (g) Failing to produce copies or allow inspection of Plaintiff Alvarado's and
17 class members' own personnel and other employment records upon
18 written request within the statutory time limits, in violation of Labor
19 Code sections 226(b)-(c), 432, 1198, and 1198.5, and the applicable
20 IWC Wage Order, as alleged herein;

21 (h) Failing timely to pay all earned wages to Plaintiffs and class members in
22 violation of California Labor Code section 204, as alleged herein;

23 (i) Failing to reimburse Plaintiffs and class members for all business
24 expenses necessarily incurred in violation of California Labor Code
25 section 2802, as alleged herein; and

26 (j) Failing to provide written notice of information material to Plaintiffs'
27 and class members' employment with Defendants in violation of
28 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

1 163. At all relevant times herein, California's Wage Theft Prevention Act was
2 enacted to ensure that employers provide employees with basic information material to their
3 employment relationship at the time of hiring, and to ensure that employees are given written
4 and timely notice of any changes to basic information material to their employment. Codified
5 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
6 time of hiring, an employer must provide written notice to employees containing basic and
7 material payroll information, including, among other things, the rate(s) of pay and basis
8 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
9 including any rates for overtime, the regular payday designated by the employer, and any
10 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
11 Code § 2810.5(a)(1)(A)-(C).

12 164. At all relevant times, on information and belief, Defendants failed, on a
13 company-wide basis, to provide written notice to Plaintiffs and class members that lists the
14 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
15 to provide Plaintiffs and class members with written notice of basic information regarding
16 their employment with Defendants is in violation of California Labor Code section 2810.5.

17 165. As a result of the violations of California law herein described, Defendants
18 unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members
19 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
20 herein.

21 166. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
22 Plaintiffs and 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 the initial
24 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
25 Plaintiffs and class members; and an award of attorneys' fees pursuant to California Code of
26 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

27 //

28 //

1 **TWELFTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unfair Business Practices**

4 **(Against all Defendants)**

5 167. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
6 and every allegation set forth above.

7 168. Defendants are “persons” as defined by California Business & Professions
8 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
9 and/or associations.

10 169. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered
12 injury in fact and have lost money as a result of Defendants’ unfair business practices.
13 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of
14 Code of Civil Procedure section 1021.5.

15 170. Defendants’ activities, namely Defendants’ company-wide practice and/or
16 policy of not paying Plaintiffs and class members all meal and/or rest period premiums due to
17 them under Labor Code section 226.7, deprived Plaintiffs and class members of the
18 compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiffs and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

26 171. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
28 and practices have violated the spirit of California’s meal and rest period laws and constitute

1 acts against the public policy behind these laws.

2 172. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
3 Plaintiffs and class members are entitled to restitution for the class-wide loss of the statutory
4 benefits implemented by section 226.7 withheld and retained by Defendants during a period
5 that commences four years prior to the filing of the initial complaint; a permanent injunction
6 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
7 Plaintiffs and class members; an award of attorneys' fees pursuant to California Code of Civil
8 Procedure section 1021.5 and other applicable laws; and an award of costs.

9 **REQUEST FOR JURY TRIAL**

10 Plaintiffs request a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment
13 against Defendants, jointly and severally, as follows:

14 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
15 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiffs
16 reserve the right to amend their prayer for relief to seek a different amount.

17 **Class Certification**

- 18 2. That this case be certified as a class action;
19 3. That Plaintiffs be appointed as the representatives of the Class and Subclass;
20 4. That counsel for Plaintiffs be appointed as class counsel.

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

22 5. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
24 pay all overtime wages due to Plaintiffs and class members;

25 6. For general unpaid wages at overtime wage rates and such general and special
26 damages as may be appropriate;

27 7. For pre-judgment interest on any unpaid overtime compensation commencing
28 from the date such amounts were due, or as otherwise provided by law;

1 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
2 California Labor Code section 1194(a); and

3 9. For such other and further relief as the Court may deem equitable and
4 appropriate.

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

6 10. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
8 Order by willfully failing to pay minimum wages to Plaintiffs and class members;

9 11. For general unpaid wages and such general and special damages as may be
10 appropriate;

11 12. For pre-judgment interest on any unpaid compensation from the date such
12 amounts were due, or as otherwise provided by law;

13 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
14 California Labor Code section 1194(a);

15 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

16 15. For such other and further relief as the Court may deem equitable and
17 appropriate.

18 **As to the Third Cause of Action**

19 16. That the Court declare, adjudge, and decree that Defendants violated California
20 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
21 willfully failing to provide all meal periods to Plaintiff Alvarado and class members;

22 17. That the Court make an award to the Plaintiff Alvarado and class members of
23 one (1) hour of pay at each employee's regular rate of pay for each workday that a meal
24 period was not provided;

25 18. For all actual, consequential, and incidental losses and damages, according to
26 proof;

27 19. For premiums pursuant to California Labor Code section 226.7(c);

28 20. For pre-judgment interest on any unpaid meal period premiums from the date

1 such amounts were due, or as otherwise provided by law;

2 21. For attorneys' fees pursuant to California Code of Civil Procedure section
3 1021.5, or as otherwise provided by law; and

4 22. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Fourth Cause of Action**

7 23. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
9 failing to authorize and permit Plaintiffs and class members to take all rest periods;

10 24. That the Court make an award to the Plaintiffs and class members of one (1)
11 hour of pay at each employee's regular rate of pay for each workday that a rest period was not
12 authorized and permitted;

13 25. For all actual, consequential, and incidental losses and damages, according to
14 proof;

15 26. For premiums pursuant to California Labor Code section 226.7(c);

16 27. For pre-judgment interest on any unpaid rest period premiums from the date
17 such amounts were due, or as otherwise provided by law;

18 28. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

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

22 **As to the Fifth Cause of Action**

23 30. That the Court declare, adjudge and decree that Defendants violated the
24 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
25 Wage Order as to Plaintiffs and Subclass members, and willfully failed to provide accurate
26 itemized wage statements thereto;

27 31. For all actual, consequential, and incidental losses and damages, according to
28 proof;

- 1 32. For injunctive relief pursuant to California Labor Code section 226(h);
2 33. For statutory penalties pursuant to California Labor Code section 226(e);
3 34. For attorneys' fees and costs pursuant to California Labor Code section
4 226(e)(1); and
5 35. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Sixth Cause of Action**

- 8 36. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 226(b)-(c), 432, and 1198.5 and the applicable IWC Wage Order by
10 failing to produce for inspection and copying or otherwise permit inspection and copying of
11 records relating to Plaintiff Alvarado's employment with Defendants;
12 37. For statutory penalties pursuant to California Labor Code section 226(f) and
13 1198.5 (k);
14 38. For general and special damages as may be appropriate;
15 39. For injunctive relief pursuant to California Labor Code section 226(h) and
16 1198.5(l) including, but not limited to, an order requiring Defendants to produce for
17 inspection and copying or otherwise permit inspection and copying of records relating to
18 Plaintiff Alvarado's employment with Defendants as soon as reasonably practical;
19 40. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
20 California Labor Code section 226(h) and 1198.5(l); and
21 41. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 **As to the Seventh Cause of Action**

- 24 42. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
26 and/or meal and rest period premiums owed at the time of termination of the employment of
27 Plaintiffs and other terminated class members;
28 43. For all actual, consequential and incidental losses and damages, according to

1 proof;

2 44. For waiting time penalties according to proof pursuant to California Labor
3 Code section 203 for all employees who have left Defendants' employ;

4 45. For pre-judgment interest on any unpaid wages from the date such amounts
5 were due, or as otherwise provided by law;

6 46. For attorneys' fees pursuant to California Code of Civil Procedure section
7 1021.5, or as otherwise provided by law; and

8 47. For such other and further relief as the Court may deem equitable and
9 appropriate.

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

11 48. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code section 204 by willfully failing to timely pay Plaintiffs and class members
13 overtime wages, minimum wages, and/or meal and rest period premiums during their
14 employment;

15 49. For all actual, consequential and incidental losses and damages, according to
16 proof;

17 50. For statutory penalties according to proof pursuant to California Labor Code
18 section 210;

19 51. For pre-judgment interest on any unpaid wages from the date such amounts
20 were due, or as otherwise provided by law;

21 52. For attorneys' fees pursuant to California Code of Civil Procedure section
22 1021.5, or as otherwise provided by law; and

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

25 **As to the Ninth Cause of Action**

26 54. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
28 related expenses and costs incurred by Plaintiffs and class members;

1 55. For unpaid business-related expenses and such general and special damages as
2 may be appropriate;

3 56. For pre-judgment interest on any unpaid business-related expenses from the
4 date such amounts were due, or as otherwise provided by law;

5 57. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 58. For attorneys' fees and costs pursuant to California Labor Code section
8 2802(c), or as otherwise provided by law; and

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

11 **As to the Tenth Cause of Action**

12 60. That the Court declare, adjudge and decree that Defendants violated the
13 following California Labor Code provisions as to Plaintiffs and/or other aggrieved employees:
14 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing
15 to include all forms of remuneration in the regular rate of pay for purposes of paying overtime
16 wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by
17 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
18 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit
19 all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements
20 and maintain accurate payroll records); 226(b)-(c), 432, 1198, and 1198.5 (by failing to
21 produce copies or allow inspection of records and instruments signed); 201 and 202 (by
22 failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all
23 earned wages during employment); 2802 (by failing to reimburse business expenses); and
24 2810.5 (by failing to provide notice of material terms of employment);

25 61. For civil penalties pursuant to the California Labor Code, including sections
26 210, 226(f), 226.3, 256, 558, 1174.5, 1198.5(k), and/or 2699(a), (f), and (g), for violations of
27 California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516,
28 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5;

62. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5;

63. For pre-judgment and post-judgment interest as provided by law; and

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

As to the Eleventh Cause of Action

65. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiffs and class members all overtime wages due to them, failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff Alvarado and/or class members, failing to provide Plaintiffs and class members all minimum wages due to them, failing to provide Plaintiff Alvarado and class members all meal periods, failing to authorize and permit Plaintiffs and class members to take all rest periods, failing to provide Plaintiffs and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and class members, failing to produce copies or allow inspection of records and instruments signed, failing to timely pay Plaintiffs and class members all earned wages during employment, failing to reimburse Plaintiffs and class members for business-related expenses, and failing to provide written notice of material terms of employment constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

66. For restitution of unpaid wages to Plaintiffs and all class members and prejudgment interest from the day such amounts were due and payable;

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

1 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure section 1021.5; and

3 69. For such other and further relief as the Court may deem equitable and
4 appropriate.

5 **As to the Twelfth Cause of Action**

6 70. That the Court declare, adjudge and decree that Defendants' conduct of denying
7 Plaintiffs and class members the statutory benefits guaranteed under section 226.7 constitutes
8 an unfair business practice in violation of California Business and Professions Code sections
9 17200, *et seq.*;

10 71. For restitution of the statutory benefits under section 226.7 unfairly withheld
11 from Plaintiffs and class members and prejudgment interest from the day such amounts were
12 due and payable;

13 72. For the appointment of a receiver to receive, manage, and distribute any and all
14 funds disgorged from Defendants and determined to have been wrongfully acquired by
15 Defendants as a result of violations of California Business & Professions Code sections
16 17200, *et seq.*;

17 73. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
18 California Code of Civil Procedure section 1021.5;

19 74. For pre-judgment and post-judgment interest as provided by law; and

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

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4 Dated: 05/18/2026

Respectfully submitted,
Capstone Law APC

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6
7 By: Roxanna Tabatabaee
8 Roxanna Tabatabaee
9 Ryan Tish
10 Alexander Wallin
11
12 Attorneys for Plaintiffs Enequina Alvarado and
13 Julian Guerrero
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EXHIBIT “1”



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310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
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Alexander.Lima@capstonelawyers.com

August 23, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Enedina Alvarado v. Mammoth Medical, LLC, et al.*

Dear PAGA Administrator:

This office represents Enedina Alvarado in connection with her claims under the California Labor Code. Ms. Alvarado was an employee of MAMMOTH MEDICAL, LLC; SAVAS HEALTH, INC.; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC; SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; SUMMIT INSTITUTE, LLC; and/or TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE. For the purpose of this letter, Ms. Alvarado collectively refers to these entities as "SAVAS."

The employers may be contacted directly at the addresses below:

MAMMOTH MEDICAL, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH, INC.
3857 BIRCH STREET, SUITE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH HEMET, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH HESPERIA, LLC
3857 BIRCH STREET STE. 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH INDIO, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH PALM SPRINGS, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH RANCHO MIRAGE, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH RIVERSIDE, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH SAN JACINTO, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH TEMECULA, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SAVAS HEALTH VICTORVILLE, LLC
3857 BIRCH ST. STE 605
NEWPORT BEACH, CA 92660

SUMMIT INSTITUTE, LLC
3857 BIRCH STREET, STE. 605
NEWPORT BEACH, CA 92660

TOBIAS MOELLER-BERTRAM, MD,
CORPORATION DESERT PAIN INSTITUTE
3857 BIRCH STREET, STE. 605
NEWPORT BEACH, CA 92660
HAYWARD, CA 94542

Ms. Alvarado intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Alvarado seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SAVAS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SAVAS employed Ms. Alvarado as an hourly paid, non-exempt Care Coordinator from approximately September 2022 to April 2023. During her employment, Ms. Alvarado typically worked eight (8) or more hours per day and five (5) or more days per week. Ms. Alvarado was compensated approximately \$30.00 per hour at the time her employment ended with SAVAS. Her job duties included, without limitation, coordinating patient care provider visits, overseeing group and single patient therapy sessions, and enrolling new patients.

SAVAS committed one or more of the following Labor Code violations against Ms. Alvarado the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

SAVAS's Company-Wide and Uniform Payroll and HR Practices

MAMMOTH MEDICAL, LLC; SAVAS HEALTH, LLC; SAVAS HEALTH HEMET, LLC;
SAVAS HEALTH HESPERIA, LLC; SAVAS HEALTH INDIO, LLC; SAVAS HEALTH PALM

¹ These facts, theories, and claims are based on Ms. Alvarado's experience and counsel's review of those records currently available relating to Ms. Alvarado's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Alvarado reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

SPRINGS, LLC; SAVAS HEALTH RANCHO MIRAGE, LLC; SAVAS HEALTH RIVERSIDE, LLC; SAVAS HEALTH SAN JACINTO, LLC; SAVAS HEALTH TEMECULA, LLC; SAVAS HEALTH VICTORVILLE, LLC; and SUMMIT INSTITUTE, LLC are California limited liability companies. SAVAS HEALTH, INC. and TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE are California corporations. Together, they operate pain management clinics throughout the Riverside and San Bernardino, California counties. Upon information and belief, SAVAS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Newport Beach, California, for all non-exempt, hourly paid employees working for SAVAS in California, including Ms. Alvarado and other aggrieved employees. At all relevant times, SAVAS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Alvarado and other aggrieved employees, regardless of their location or position.

Upon information and belief, SAVAS maintains a centralized Payroll department at its corporate headquarters in Newport Beach, California, which processes payroll for all non-exempt, hourly paid employees working for SAVAS in California, including Ms. Alvarado and other aggrieved employees. Further, SAVAS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Alvarado and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, SAVAS utilized the same methods and formulas when calculating wages due to Ms. Alvarado and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

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 time-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.

SAVAS willfully failed to pay all overtime wages owed to Ms. Alvarado and other aggrieved employees. During the relevant time period, Ms. Alvarado and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, SAVAS had a company-wide rotating "on-call" policy, whereby it scheduled Ms. Alvarado and other aggrieved employees to work an "on-call" week once per quarter. During an "on-call" week, Ms. Alvarado and other aggrieved employees had to be available outside of SAVAS's regular business hours and were required to respond to calls from patients that had come through SAVAS's after-hours hotline. Specifically, during an "on-call" week, Ms. Alvarado and other aggrieved employees were required to be available Monday through Friday, from 5:00 p.m. to 8:00 p.m., and on Saturday and Sunday from 8:00 a.m. to 8:00 p.m., and answer any call from SAVAS's patients and providers, and, if necessary, report to SAVAS's clinic(s). SAVAS required Ms. Alvarado and other aggrieved employees to keep their personal cellular phones on their persons

and respond immediately while working an “on-call” week. Additionally, SAVAS issued company laptop computers to Ms. Alvarado and other aggrieved employees and required them to take the laptop computers home with them so they would be able to access patient files and look up pertinent information while working an “on-call” week. When scheduled to be “on-call,” Ms. Alvarado and other aggrieved employees were, in essence, on controlled standby for SAVAS because they could not use that time freely for their own purposes and were forced to put their lives on hold. For example, Ms. Alvarado refrained from making plans altogether while “on-call” because she knew that she had to drop whatever she was doing at a moment’s notice if she received a call from SAVAS. SAVAS paid Ms. Alvarado and other aggrieved employees a flat rate of \$150.00 per week during an “on-call” week. However, SAVAS failed to pay Ms. Alvarado and other aggrieved employees for the time during which they were waiting to receive a call from SAVAS and unable to use their time for their own purposes.

Second, SAVAS had, and continues to have, a company-wide policy and/or practice requiring Ms. Alvarado and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts. For example, Ms. Alvarado and other aggrieved employees were required to respond to phone communications from management before and after their shifts or on their days off. For instance, at least twice per week, Ms. Alvarado was required to answer work-related phone calls and text messages from other staff and patient care providers, while off-the-clock, to discuss the coordination of patient care visits. Moreover, Ms. Alvarado and other aggrieved employees were required to drive to SAVAS’s other locations to cover shifts or attend trainings, but were not compensated for their travel time. For example, one morning, Ms. Alvarado received a call from her supervisor and was told to cover SAVAS’s Victorville location. Ms. Alvarado was required to drive from her home in Hesperia, California to SAVAS’s Hesperia location to pick up her company laptop before driving to work at SAVAS’s Victorville, California location. Ms. Alvarado spent 30 minutes or more driving between locations while off-the-clock because she was only permitted to clock in when she arrived at the Victorville clinic. Thus, SAVAS failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Ms. Alvarado and other aggrieved employees received no compensation for this time.

Third, during the relevant period, SAVAS had, and continue to have, a company-wide policy and/or practice of understaffing its locations, including adopting a single-staffing model for some of its positions, while assigning heavy workloads, resulting in a failure to provide Ms. Alvarado and other aggrieved employees with adequate meal period coverage. As a result of this lack of meal period coverage, Ms. Alvarado and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. SAVAS also had a practice of failing to schedule meal periods which, combined with the assignment of heavy workloads, further caused Ms. Alvarado and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Alvarado worked through her meal periods to keep up with the demands of work and complete her assigned duties, and had her meal periods interrupted by management to discuss her work performance. Consequently, Ms. Alvarado and other aggrieved employees were required to work through meal periods and/or had their meal periods interrupted to complete their assigned workloads, and SAVAS did not pay Ms. Alvarado and other aggrieved employees for the time they continued to perform tasks during meal periods.

SAVAS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Alvarado and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Alvarado and other aggrieved employees worked shifts of

eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Alvarado and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, SAVAS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, SAVAS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, SAVAS failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, SAVAS failed to pay all overtime wages by paying a lower overtime rate than required.

SAVAS's failure to pay Ms. Alvarado and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

As set forth above, SAVAS systematically, and on a company-wide basis, required Ms. Alvarado and other aggrieved employees to work "on-call" weeks during which they had to put their lives on hold and were restricted from using that time freely for their own purposes. Even though Ms. Alvarado and other aggrieved employees were subject to SAVAS's control during an "on-call" shift, SAVAS did not pay Ms. Alvarado and other aggrieved employees at least minimum wages for all hours that they were suffered or permitted to work.

As also stated above, during the relevant time period, SAVAS had a company-wide policy and/or practice of requiring Ms. Alvarado and other aggrieved employees to perform various work-related tasks outside of their scheduled shifts, including answering phone calls and texts messages from SAVAS and driving to SAVAS's other locations to cover shifts or attend trainings. SAVAS failed to track this time Ms. Alvarado and other aggrieved employees spent working off-the-clock, and Ms. Alvarado and other aggrieved employees received no compensation for this time.

Additionally, as stated, due to SAVAS's policies and/or practices of understaffing and/or single-staffing its locations, assigning heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Ms. Alvarado and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, time for which they were not paid.

Thus, SAVAS did not pay at least minimum wages for all hours worked by Ms. Alvarado and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, SAVAS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SAVAS regularly failed to pay at least minimum wages to Ms. Alvarado and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, SAVAS had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing its locations while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Ms. Alvarado and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, SAVAS had a practice of failing to schedule meal periods, which further caused Ms. Alvarado and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Alvarado and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, approximately twice per week, Ms. Alvarado could not take her meal periods until more than five (5) hours into her shifts, due to the heavy workload and lack of coverage. As another example, as stated, Ms. Alvarado had her meal periods interrupted by management to discuss her work performance and missed meal periods to complete her assigned duties.

Moreover, SAVAS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Alvarado and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, SAVAS knew or should have known that as a result of its company-wide policies and/or practices, Ms. Alvarado and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. SAVAS further knew or should have known that it did not pay Ms. Alvarado and other aggrieved employees all meal period premiums when meal periods were missed, late, interrupted, and/or shortened.

Furthermore, SAVAS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Ms. Alvarado and other aggrieved employees have not received all premium pay for missed, interrupted, late and/or shortened meal periods. Alternatively, to the extent that SAVAS did pay other aggrieved employees premium pay for missed, late, interrupted, and/or shortened meal periods, SAVAS did not pay other aggrieved employees at the correct rate of pay for premiums because SAVAS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, SAVAS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Alvarado and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

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

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, SAVAS regularly failed to authorize and permit Ms. Alvarado and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SAVAS's company-wide practices and/or policies of understaffing and/or single-staffing and assigning heavy workloads prevented Ms. Alvarado and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, SAVAS failed to schedule rest periods, which, coupled with SAVAS's failure to provide adequate rest period coverage, further led to Ms. Alvarado and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, during the relevant time period, SAVAS maintained a company-wide on-premises rest period policy, which effectively required that Ms. Alvarado and other aggrieved employees remain on SAVAS's premises during their rest periods. Because Ms. Alvarado and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SAVAS effectively maintained control over Ms. Alvarado and other aggrieved employees during rest periods.

As a result of SAVAS's practices and policies, Ms. Alvarado and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Alvarado had to forego nearly all of her rest periods because of the lack of coverage and SAVAS's failure to schedule rest periods for employees. When Ms. Alvarado was able to take her rest periods, they were often shortened, in order for her to keep up with her assigned duties.

SAVAS also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Alvarado and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that SAVAS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, SAVAS did not pay other aggrieved employees at the correct rate of pay for premiums because SAVAS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, SAVAS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Alvarado and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SAVAS has not provided Ms. Alvarado and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SAVAS has knowingly and intentionally provided Ms. Alvarado and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SAVAS issued uniform wage statements to Ms. Alvarado and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all

applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, SAVAS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SAVAS did not record the time Ms. Alvarado and other aggrieved employees spent working off-the-clock, SAVAS did not list the correct amount of gross wages and net wages earned by Ms. Alvarado and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SAVAS failed to accurately list the total number of hours worked by Ms. Alvarado and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

In addition, because SAVAS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, SAVAS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, SAVAS failed to list the correct amount of net wages in violation of section 226(a)(5). SAVAS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SAVAS willfully failed to maintain accurate payroll records for Ms. Alvarado and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SAVAS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Alvarado and other aggrieved employees in violation of

section 1198. Furthermore, in light of SAVAS's failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, SAVAS kept no records of meal start and end times for second meal periods.

Because SAVAS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Alvarado and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Alvarado and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(b)-(c), 432, 1198, and 1198.5 – Failure to Produce and/or Permit Inspection of Records and Instruments Signed

California Labor Code section 226(b) provides that every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code Section 226(c) provides that an employer must comply with a request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee's request. California Labor Code section 226(f) states "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." California Labor Code section 226(h) states "[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees."

California Labor Code section 432 states "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." California Labor Code section 433 states "[a]ny person violating this article is guilty of a misdemeanor."

California Labor Code section 1198.5 requires that an employer provide a copy of an employee's personnel record no later than 30 days from the date the employer receives a written request. If an employer fails to satisfy this written request, the former employee may recover a penalty of \$750 from the employer. Cal. Lab. Code § 1198.5(k). The former employee may also bring an action for injunctive relief and may recover costs and reasonable attorney's fees. Cal. Lab. Code § 1198.5(l).

IWC Wage Order No. 4-2001, subdivision 7(A), provides "[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request." IWC Wage Order No. 4-2001,

subdivision 7(C), also provides “[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee’s records shall be available for inspection by the employee upon reasonable request.”

During the relevant time period, Ms. Alvarado sent SAVAS reasonable written requests for documents and records relating to her employment with SAVAS. During the relevant time period, SAVAS failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Ms. Alvarado’s employment. For example, on June 7, 2023, Ms. Alvarado sent a written request to SAVAS via FedEx overnight mail. On June 8, 2023, FedEx confirmed SAVAS received Ms. Alvarado’s written request for records. Then, on July 11, 2023, Ms. Alvarado sent a second written request to SAVAS via FedEx overnight mail. On June 12, 2023, FedEx confirmed SAVAS received Ms. Alvarado’s second written request for records. To date, SAVAS has failed to respond to either of Ms. Alvarado’s written requests for records. Thus, SAVAS has failed to comply with the reasonable written requests for documents and records relating to Ms. Alvarado’s employment within the statutory time limits, in violation of Labor Code sections 226(b)-(c), 432, 1198, 1198.5, and the applicable IWC Wage Order.

Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226(f) and (h), 1198.5(k)-(l), and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, SAVAS failed to pay Ms. Alvarado and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California 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.

SAVAS willfully failed to pay Ms. Alvarado and other aggrieved employees who are no longer employed by SAVAS all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SAVAS's employ.

Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 4-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, SAVAS, on a company-wide basis, required that Ms. Alvarado and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Alvarado was required to use her personal cellular phone to communicate with SAVAS's managers, other staff, and patient care providers. Although SAVAS required Ms. Alvarado and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, SAVAS failed to reimburse them for these costs.

Second, during the relevant time period, SAVAS, on a company-wide basis, required that Ms. Alvarado and other aggrieved employees use their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. For example, as set forth above, Ms. Alvarado was required to drive from her home to SAVAS's Hesperia location to pick up her company laptop before driving approximately six (6) miles to work at SAVAS's Victorville location to cover a shift. Although SAVAS required Ms. Alvarado and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, SAVAS did not reimburse them for their mileage or travel expenses.

Third, during the relevant time period, SAVAS required other aggrieved employees to wear medical scrubs, including shirts and/or pants. However, due to the nature of healthcare facility work, other aggrieved employees' uniforms would become exposed to germs and bacteria such that they were

unable to mix these clothes with other laundry. As a result, they had to wash their uniform items separately from clothing items, thus incurring additional utility and laundry expenses for the upkeep of their uniforms. Thus, SAVAS failed to maintain the uniforms they required other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

SAVAS could have provided Ms. Alvarado and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and access to laundering services. Or, SAVAS could have reimbursed employees for the costs of their mobile device usage, travel expenses, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, SAVAS passed these operating costs off onto Ms. Alvarado and other aggrieved employees.

Thus, SAVAS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, SAVAS failed, on a company-wide basis, to provide written notice to Ms. Alvarado and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). SAVAS's failure to provide Ms. Alvarado and other aggrieved employees with written notice of basic information regarding their employment with SAVAS is in violation of Labor Code section 2810.5.

Ms. Alvarado and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject

to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” SAVAS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Alvarado’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Alvarado seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Alvarado, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against SAVAS for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Alvarado seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Alexander Lima

Copy: MAMMOTH MEDICAL, LLC (via U.S. Certified Mail); SAVAS HEALTH, INC. (via U.S. Certified Mail); SAVAS HEALTH, LLC (via U.S. Certified Mail); SAVAS HEALTH HEMET, LLC (via U.S. Certified Mail); SAVAS HEALTH HESPERIA, LLC (via U.S. Certified Mail); SAVAS HEALTH INDIO, LLC (via U.S. Certified Mail); SAVAS HEALTH PALM SPRINGS, LLC (via U.S. Certified Mail); SAVAS HEALTH RANCHO MIRAGE, LLC (via U.S. Certified Mail); SAVAS HEALTH RIVERSIDE, LLC (via U.S. Certified Mail); SAVAS HEALTH SAN JACINTO, LLC (via U.S. Certified Mail); SAVAS HEALTH TEMECULA, LLC (via U.S. Certified Mail); SAVAS HEALTH VICTORVILLE, LLC (via U.S. Certified Mail); SUMMIT INSTITUTE, LLC (via U.S. Certified Mail); TOBIAS MOELLER-BERTRAM, MD, CORPORATION DESERT PAIN INSTITUTE (via U.S. Certified Mail)

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MAMMOTH MEDICAL, LLC
 3857 Birch Street, Ste. #605
 Newport Beach, CA 92660

Barcode: 9590 9402 7690 2122 7153 16

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 92h6 50h2 0000 0Th2 2202

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3. Service Type

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☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
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☐ Collect on Delivery Restricted Delivery	
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- ☐ Insured Mail[®] Limit up to \$500.00
- ☐ Signature Required
- ☐ Restricted Delivery[®]
- ☐ Signature Confirmation[®]
- ☐ Adult Signature Required[®]
- ☐ Certified Mail[®] Return Receipt by First-Class Mail[®]
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Delivery Point

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Total P

Sent To

Street #

City/State

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Alexander, Dwayne

SAVAS HEALTH, LLC
 3857 Birch Street, Ste. #605
 Newport Beach, CA 92660

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

0446 5042 0000 0142 2202
 0446 5042 0000 0142 2202



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SAVAS HEALTH, LLC
 3857 Birch Street, Ste. #605
 Newport Beach, CA 92660

Capstone Law, APC
 1875 Century Park, East, 1000
 Los Angeles, CA. 90067

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■ Complete items 1, 2, and 3.
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SAVAS HEALTH, LLC
 3857 Birch Street, Ste. #605
 Newport Beach, CA 92660

9590 9402 7690 2122 7152 93

2. Article Number (Transfer from service label)
 7022 2410 0000 2405 9440

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A. Signature
☒ Signature
☐ Agent
☐ Addressee

B. Received by (Printed Name)
 C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
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1875 Century Park, East, 1000
Los Angeles, CA 90067

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1. Barcode 9590 9402 7690 2122 7152 86		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7022 2410 0000 2405 9457		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery	
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SAVAS HEALTH HEMET, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

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Alondra M. Nunez
Net

SAVAS HEALTH HEMET, LLC
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Newport Beach, CA 92660

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Alfredo Murthy Med.

**SAVAS HEALTH
 HESPERIA, LLC**
 3857 Birch Street, Ste. #605
 Newport Beach, CA 92660

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 HESPERIA, LLC**
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 Newport Beach, CA 92660

Capstone Law, APC
 1875 Century Park, East, 1000
 Los Angeles, CA. 90067

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**SAVAS HEALTH
 HESPERIA, LLC**
 3857 Birch Street, Ste. #605
 Newport Beach, CA 92660

9590 9402 7690 2122 7152 79

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☒ Agent
☐ Addressee

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3. Service Type
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☒ Certified Mail[®]
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☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery (00)

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☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

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	I. Received by (<i>Printed Name</i>) _____ C. Date of Delivery _____
SAVAS HEALTH INDIO, LLC 3857 Birch Street, Suite #605 Newport Beach, CA 92660	J. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
 9590 9402 7690 2122 7152 62	K. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail™ ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Priority Mail Express®
2. Article Number (<i>Transfer from service label</i>) 7022 2400 0000 2405 947J	L. All Restricted Delivery _____

SAVAS HEALTH INDIO, LLC
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Newport Beach, CA 92660

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☐ Return Receipt (electronic)
☐ Insure[®]
☐ Signature Required
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Postage: \$ _____

Insurance: \$ _____

Other: \$ _____

Total Postage: \$ _____

Sent to: **SAVAS HEALTH INDIO, LLC**
 Street/PO Box: **3857 Birch Street, Suite #605**
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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

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SAVAS HEALTH PALM SPRINGS, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

9590 9402 7690 2122 7152 55

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7022 2410 0000 2405 9488

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E. Service Type

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☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
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☐ Collect on Delivery Restricted Delivery	☐ Restricted Delivery
☐ 1 Mail Restricted Delivery (500)	

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SPRINGS, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

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Signature

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Newport Beach, CA 92660

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Los Angeles, CA. 90067

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9590 9402 7690 2122 7152 48		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7022 2410 0000 2405 9495		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery	
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MIRAGE, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

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Newport Beach, CA 92660

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Newport Beach, CA 92660

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☐ Collect on Delivery Restricted Delivery	☐ Restricted Delivery
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Signature Restricted (optional): ☐ Yes ☐ No
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Signature Confirmation Restricted (optional): ☐ Yes ☐ No

SAVAS HEALTH
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☐ Restricted Delivery

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City, State, ZIP+4 _____

SAVAS HEALTH SAN JACINTO, LLC
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Newport Beach, CA 92660

Handed to: *Marianne Mckelvey*

Postmark _____

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Los Angeles, CA. 90067

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SAVAS HEALTH
TEMECULA, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

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Newport Beach, CA 92660

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1875 Century Park, East, 1000
Los Angeles, CA 90067

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**SAVAS HEALTH
VICTORVILLE, LLC**
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

9590 9402 7690 2122 7152 00

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3. Service Type
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☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail Restricted Delivery (M)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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VICTORVILLE, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

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M.L.K.

Postmark

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3857 Birch Street, Ste. #605
Newport Beach, CA 92660

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1875 Century Park, East, 1000
Los Angeles, CA 90067

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SUMMIT INSTITUTE, LLC 3857 Birch Street, Suite #605 Newport Beach, CA 92660		B. Received by (Printed Name)	C. Date of Delivery
 9590 9402 7690 2122 7151 94		D. Is delivery address different from item 1? If YES, enter delivery address below: ☐ Yes ☐ No	
2. Article Number (Transfer from service label) 7022 2410 0000 2405 9549		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ All Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE	
CERTIFIED MAIL®	
 7022 2410 0000 2405 9549 7022 2410 0000 2405 9549	
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
OFFICIAL USE <i>Handwritten or Machine Readable</i>	
For delivery information, visit our website at www.usps.com	
Certified Mail fee: \$ Return Receipt (hardcopy) \$ Return Receipt (electronic) \$ Postmark	
Postage: \$ Adult Sign: \$ Total From: \$ Sent To: \$ Street and #: 3857 Birch Street, Suite #605 City, State, ZIP+4: Newport Beach, CA 92660	
PS Form 3800, April 2015 PSN 7530-02-000-9049 See Reverse for Instructions	

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse TOBIAS MOELLER- BERTRAM, MD CORPORATION DESERT PAIN INSTITUTE 3857 Birch Street, Ste. #605 Newport Beach, CA 92660 9590 9402 7690 2122 7151 87 2. Article Number (Transfer from service label) 7022 2410 0000 2405 9556		A. Signature X 3. Received by (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail ☐ Mail Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

TOBIAS MOELLER-
BERTRAM, MD
CORPORATION DESERT
PAIN INSTITUTE
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
ON THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL

7022 2410 0000 2405 9556
7022 2410 0000 2405 9556

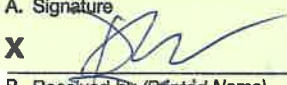
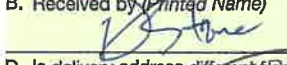
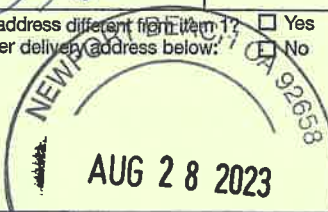
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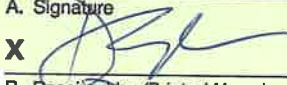
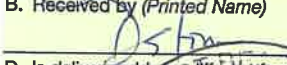
Certified Mail Fee
Extra Services & Fees (Attach form and fee as appropriate)
☐ Return Receipt (hardcopy) \$ _____
☐ Adult Sign. \$ _____
☐ Adult Sign. \$ _____
Postmark

TOBIAS MOELLER-
BERTRAM, MD
CORPORATION DESERT
PAIN INSTITUTE
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

City, State, ZIP+4®
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. SAVAS HEALTH HEMET, LLC 3857 Birch Street, Suite #605 Newport Beach, CA 92660  9590 9402 7690 2122 7152 86	A. Signature X  ☒ Agent ☐ Addressee B. Received By (Printed Name) C. Date of Delivery  D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No 												
2. Article Number (Transfer from service label) 7022 2410 0000 2405 9457	3. Service Type <table style="width: 100%;"> <tr> <td>☐ Adult Signature</td> <td>☐ Priority Mail Express®</td> </tr> <tr> <td>☐ Adult Signature Restricted Delivery</td> <td>☐ Registered Mail™</td> </tr> <tr> <td>☐ Certified Mail®</td> <td>☐ Registered Mail Restricted Delivery</td> </tr> <tr> <td>☐ Certified Mail Restricted Delivery</td> <td>☒ Signature Confirmation™</td> </tr> <tr> <td>☐ Collect on Delivery</td> <td>☐ Signature Confirmation Restricted Delivery</td> </tr> <tr> <td>☐ Collect on Delivery Restricted Delivery</td> <td></td> </tr> </table> Mail Restricted Delivery (0)	☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☐ Certified Mail®	☐ Registered Mail Restricted Delivery	☐ Certified Mail Restricted Delivery	☒ Signature Confirmation™	☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery	☐ Collect on Delivery Restricted Delivery	
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
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2. Article Number (Transfer from service label) 7022 2410 0000 2405 9464	3. Service Type <table style="width: 100%;"> <tr> <td>☐ Adult Signature</td> <td>☐ Priority Mail Express®</td> </tr> <tr> <td>☐ Adult Signature Restricted Delivery</td> <td>☐ Registered Mail™</td> </tr> <tr> <td>☒ Certified Mail®</td> <td>☐ Registered Mail Restricted Delivery</td> </tr> <tr> <td>☐ Certified Mail Restricted Delivery</td> <td>☒ Signature Confirmation™</td> </tr> <tr> <td>☐ Collect on Delivery</td> <td>☐ Signature Confirmation Restricted Delivery</td> </tr> <tr> <td>☐ Collect on Delivery Restricted Delivery</td> <td></td> </tr> </table> Mail Restricted Delivery (00)	☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☒ Certified Mail®	☐ Registered Mail Restricted Delivery	☐ Certified Mail Restricted Delivery	☒ Signature Confirmation™	☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery	☐ Collect on Delivery Restricted Delivery	
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■ Complete items 1, 2, and 3.
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**SAVAS HEALTH
RIVERSIDE, LLC**
3857 Birch Street, Suite #605
Newport Beach, CA 92660

9590 9402 7690 2122 7152 31

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9501

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COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
□ Addressee

3. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

**SAVAS HEALTH PALM
SPRINGS, LLC**
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

9590 9402 7690 2122 7152 55

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9488

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
□ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

MAMMOTH MEDICAL, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

9590 9402 7690 2122 7153 16

2. Article Number (Transfer from service label)
9246 5042 0000 0142 2202

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
□ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

**SAVAS HEALTH
VICTORVILLE, LLC**
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

9590 9402 7690 2122 7152 00

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9532

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
□ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse

**SAVAS HEALTH RANCHO
MIRAGE, LLC**
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

9590 9402 7690 2122 7152 48

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9495

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
□ Addressee

3. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

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Complete items 1, 2, and 3.
Print your name and address on the reverse

**SAVAS HEALTH
TEMECULA, LLC**
3857 Birch Street, Suite #605
Newport Beach, CA 92660

9590 9402 7690 2122 7152 17

Article Number (Transfer from service label)
7022 2410 0000 2405 9525

S Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
□ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NEWPORT BEACH CA 92658
AUG 29 2023

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (500)

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Print your name and address on the reverse so that we can return the card to you.

SAVAS HEALTH INDIO, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

9590 9402 7690 2122 7152 62

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9471

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Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Yes

No

NEWPORT BEACH CA 92658

AUG 29 2023

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

all Restricted Delivery

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SAVAS HEALTH, INC.
3857 Birch Street, Suite #605
Newport Beach, CA 92660

9590 9402 7690 2122 7153 09

Article Number (Transfer from service label)
7022 2410 0000 2405 9433

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Yes

No

NEWPORT BEACH CA 92658

AUG 29 2023

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

all Restricted Delivery

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TOBIAS MOELLER-BERTRAM, MD
CORPORATION DESERT PAIN INSTITUTE
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

9590 9402 7690 2122 7151 87

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9556

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Yes

No

NEWPORT BEACH CA 92658

AUG 29 2023

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

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SAVAS HEALTH, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660

9590 9402 7690 2122 7152 93

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9440

Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Yes

No

NEWPORT BEACH CA 92658

AUG 29 2023

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

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SUMMIT INSTITUTE, LLC
3857 Birch Street, Suite #605
Newport Beach, CA 92660

9590 9402 7690 2122 7151 94

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9549

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

Yes

No

NEWPORT BEACH CA 92658

AUG 29 2023

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

all Restricted Delivery

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse

SAVAS HEALTH SAN
JACINTO, LLC
3857 Birch Street, Ste. #605
Newport Beach, CA 92660



9590 9402 7690 2122 7152 24

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9518

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

3. Received By (Printed Name)

C. Date of Delivery

5. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

AUG 30 2023

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT “2”

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

January 14, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Julian Guerrero v. Tobias Moeller-Bertram, MD Corporation, et al.*

Dear PAGA Administrator:

This office represents Julian Guerrero in connection with his claims under the California Labor Code. Mr. Guerrero was an employee of TOBIAS MOELLER-BERTRAM, MD CORPORATION; TOBIAS MOELLER-BERTRAM, MD CORPORATION DESERT PAIN INSTITUTE; MAMMOTH MEDICAL, LLC; and/or MOELLER-BERTRAM MEDICAL CORPORATION. For the purpose of this letter, Mr. Guerrero collectively refers to these entities as “MOELLER-BERTRAM.”

The employers may be contacted directly at the addresses below:

TOBIAS MOELLER-BERTRAM, MD
CORPORATION
44630 MONTEREY AVE STE 100
PALM DESERT, CA 92260

TOBIAS MOELLER-BERTRAM, MD CORPORATION
DESERT PAIN INSTITUTE
44630 MONTEREY AVE STE 100
PALM DESERT, CA 92260

MAMMOTH MEDICAL, LLC
44630 MONTEREY AVE 100
PALM DESERT, CA 92260

MOELLER-BERTRAM MEDICAL CORPORATION
44630 MONTEREY AVE STE 100
PALM DESERT, CA 92260

LIFEKIND MOUNTAIN LLC
25 SE 2ND AVE
STE 550 PMB 303
MIAMI, FL 33131

Mr. Guerrero intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Guerrero seeks relief on behalf of himself, the State of California, and other persons who are or were employed by MOELLER-BERTRAM as a non-exempt, hourly paid employee in California and who received at least one wage

statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

MOELLER-BERTRAM employed Mr. Guerrero as an hourly paid, non-exempt employee from approximately February 2025 to August 2025 at its locations in Riverside and San Jacinto, California. Mr. Guerrero worked for MOELLER-BERTRAM as a Patient Concierge II from approximately February to March 2025, and as a Lead Patient Concierge from March to August 2025. During his employment, Mr. Guerrero typically worked eight (8) or more hours per day and five (5) days per week. By the end of his employment, Mr. Guerrero was compensated approximately \$24.00 per hour. As a Patient Concierge II, his primary job duties included, without limitation, covering the front desk, handling phone calls and patient complaints, and completing administrative paperwork. As a Lead Patient Concierge, his primary job duties included, without limitation, all of the duties of a Patient Concierge II as well as overseeing the other Patient Concierge employees.

MOELLER-BERTRAM committed each of the following Labor Code violations against Mr. Guerrero, the facts and theories of which follow, making his an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

MOELLER-BERTRAM’s Company-Wide and Uniform Payroll and HR Practices

TOBIAS MOELLER-BERTRAM, MD CORPORATION; TOBIAS MOELLER-BERTRAM, MD CORPORATION DESERT PAIN INSTITUTE; and MOELLER-BERTRAM MEDICAL CORPORATION are California corporations, and MAMMOTH MEDICAL, LLC is a California limited liability company. LIFEKIND MOUNTAIN LLC is a Florida limited liability company. Together, they operate chronic pain clinics in Southern California. Upon information and belief, MOELLER-BERTRAM maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Palm Desert, California, for all non-exempt, hourly paid employees working for MOELLER-BERTRAM in California, including Mr. Guerrero and other aggrieved employees. At all relevant times, MOELLER-BERTRAM issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Guerrero and other aggrieved employees, regardless of their location or position.

Upon information and belief, MOELLER-BERTRAM maintains a centralized Payroll department at its corporate headquarters in Palm Desert, California, which processes payroll for all non-exempt, hourly paid employees working for MOELLER-BERTRAM in California, including Mr. Guerrero and other aggrieved employees. Further, MOELLER-BERTRAM issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Guerrero and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, MOELLER-BERTRAM

¹ These facts, theories, and claims are based on Mr. Guerrero’s experience and counsel’s review of those records currently available relating to Mr. Guerrero’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Guerrero reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

utilized the same methods and formulas when calculating wages due to Mr. Guerrero and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

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 time-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.

MOELLER-BERTRAM willfully failed to pay all overtime wages owed to Mr. Guerrero and other aggrieved employees. During the relevant time period, Mr. Guerrero and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, MOELLER-BERTRAM had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Guerrero and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, MOELLER-BERTRAM’s management pressured Mr. Guerrero and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours employees were eligible to be compensated for. This policy of limiting overtime led Mr. Guerrero and other aggrieved employees to work off-the-clock after their scheduled shift. For example, on at least one (1) occasion, Mr. Guerrero was required to spend 15-20 minutes attending to a patient who came in after he had clocked out at his scheduled shift end-time, and was not paid for this time. Thus, MOELLER-BERTRAM failed to track this time spent working outside of their scheduled shifts, and Mr. Guerrero and other aggrieved employees received no compensation for this time.

Second, MOELLER-BERTRAM had, and continues to have, a company-wide policy and/or practice of requiring Mr. Guerrero and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts. For example, on at least one (1) occasion, Mr. Guerrero’s supervisor required him to travel an additional hour and 10 minutes to MOELLER-BERTRAM’s San Jacinto clinic to cover a shift when he was already near the Riverside clinic where he was originally scheduled to work that day. As another example, Mr. Guerrero was required to communicate with MOELLER-BERTRAM’s management and other employees via phone calls and text messages to discuss work-related matters, such as scheduling and coverage issues, and questions regarding logistics and employee discipline, time for which he was not paid. Thus, MOELLER-BERTRAM failed to track all of the time that employees spent performing work-related tasks before and after their shifts, and Mr. Guerrero and other aggrieved employees received no compensation for this time.

MOELLER-BERTRAM knew or should have known that as a result of these company-wide practices and/or policies, Mr. Guerrero and other aggrieved employees were performing their

assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Mr. Guerrero and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Guerrero and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

MOELLER-BERTRAM's failure to pay Mr. Guerrero and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MOELLER-BERTRAM into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

As set forth above, as a result of MOELLER-BERTRAM's policies and/or practices of limiting the amount of overtime employees could accrue, MOELLER-BERTRAM required Mr. Guerrero and other aggrieved employees to perform work-related tasks while off-the-clock outside of their shifts, including attending to patients who arrived after employees' scheduled shifts. As also set forth above, during the relevant time period, MOELLER-BERTRAM had a company-wide policy and/or practice requiring Mr. Guerrero and other aggrieved employees to perform work-related tasks while off-the-clock before and after their scheduled shifts, including driving to MOELLER-BERTRAM's other locations to cover shifts and communicating with MOELLER-BERTRAM's management via phone calls and text messages to discuss work-related matters.

MOELLER-BERTRAM did not pay at least minimum wages for all hours worked by Mr. Guerrero and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, MOELLER-BERTRAM did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, MOELLER-BERTRAM regularly failed to pay at least minimum wages to Mr. Guerrero and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MOELLER-BERTRAM into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

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

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, MOELLER-BERTRAM regularly failed to authorize and permit Mr. Guerrero and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. MOELLER-BERTRAM had, and continues to have, company-wide policies and/or practices of understaffing its locations while assigning heavy workloads, such as answering a backlog of customer service calls as quickly as possible while only having 2-4 Patient Concierges on staff. MOELLER-BERTRAM's uniform practice of understaffing resulted in a failure to provide Mr. Guerrero and other aggrieved employees with adequate rest period coverage, because there were too few employees on duty to handle the workload and attend to patients. Because MOELLER-BERTRAM did not employ or staff a sufficient number of employees to handle the workload, there was no one available to relieve employees needing rest period coverage, and thus, Mr. Guerrero and other aggrieved employees were prevented from being relieved of all duty to take rest periods. MOELLER-BERTRAM also failed to schedule rest periods, which, coupled with MOELLER-BERTRAM's failure to provide adequate rest period coverage, further led to Mr. Guerrero and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, on information and belief, MOELLER-BERTRAM maintained a company-wide on-premises rest period policy, which effectively required that Mr. Guerrero and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Guerrero and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, MOELLER-BERTRAM effectively maintained control over Mr. Guerrero and other aggrieved employees during rest periods.

As a result of MOELLER-BERTRAM's practices and policies, Mr. Guerrero and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, throughout his employment, Mr. Guerrero had to forgo his rest periods entirely.

MOELLER-BERTRAM also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Guerrero and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, MOELLER-BERTRAM failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MOELLER-BERTRAM into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. MOELLER-BERTRAM has not provided Mr. Guerrero and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

At all relevant times, MOELLER-BERTRAM has knowingly and intentionally provided Mr. Guerrero and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MOELLER-BERTRAM issued uniform wage statements to Mr. Guerrero and other aggrieved employees that fail to correctly list: total hours worked; gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, MOELLER-BERTRAM violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because MOELLER-BERTRAM did not record the time Mr. Guerrero and other aggrieved employees spent working off the clock, MOELLER-BERTRAM did not list the correct amount of gross wages and net wages earned by Mr. Guerrero and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, MOELLER-BERTRAM failed to accurately list the total number of hours worked by Mr. Guerrero and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the

name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” At all relevant times, and in violation of Labor Code section 1174(d), MOELLER-BERTRAM willfully failed to maintain accurate payroll records for Mr. Guerrero and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, MOELLER-BERTRAM engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period start and end times for Mr. Guerrero and other aggrieved employees, in violation of section 1198.

Mr. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring MOELLER-BERTRAM into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, MOELLER-BERTRAM failed to pay Mr. Guerrero and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MOELLER-BERTRAM into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California 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.

MOELLER-BERTRAM willfully failed to pay Mr. Guerrero and other aggrieved employees who are no longer employed by MOELLER-BERTRAM the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving MOELLER-BERTRAM's employ.

Mr. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MOELLER-BERTRAM into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 4-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, Mr. Guerrero and other aggrieved employees were required to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but MOELLER-BERTRAM failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Guerrero was regularly required to use his personal cellular phone to make and respond to calls and text messages with his supervisors and coworkers to discuss work-related matters. Although MOELLER-BERTRAM required Mr. Guerrero and other aggrieved employees to utilize their personal mobile devices and/or mobile data

to carry out their work-related responsibilities, MOELLER-BERTRAM failed to reimburse them for these costs.

Second, during the relevant time period, MOELLER-BERTRAM required Mr. Guerrero and other aggrieved employees to wear uniforms bearing MOELLER-BERTRAM's company logo, including polo shirts. However, MOELLER-BERTRAM did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, MOELLER-BERTRAM only provided Mr. Guerrero with one (1) polo shirt. Because MOELLER-BERTRAM failed to provide their employees with an adequate number of uniforms in relation to their scheduled shifts, Mr. Guerrero and other aggrieved employees were required to wash their uniform items more frequently than their other clothing, thus incurring additional laundry expenses for the upkeep of their uniforms. Thus, MOELLER-BERTRAM failed to maintain uniforms they required Mr. Guerrero and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

MOELLER-BERTRAM could have provided Mr. Guerrero and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and a sufficient amount of uniforms or access to laundering services. Or, MOELLER-BERTRAM could have reimbursed employees for the costs of their mobile device usage and laundering expenses, or provided a uniform maintenance allowance. Instead, MOELLER-BERTRAM passed these operating costs onto Mr. Guerrero and other aggrieved employees. At all relevant times, Mr. Guerrero did not earn at least two (2) times the minimum wage.

Thus, MOELLER-BERTRAM had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MOELLER-BERTRAM into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

MOELLER-BERTRAM failed to provide Mr. Guerrero and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

MOELLER-BERTRAM's failure to provide Mr. Guerrero and other aggrieved employees with written notice of basic information regarding their employment with MOELLER-BERTRAM is in violation of Labor Code section 2810.5.

Mr. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MOELLER-BERTRAM into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." MOELLER-BERTRAM, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Guerrero's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Guerrero seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Guerrero, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against MOELLER-BERTRAM for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Guerrero seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Sairah Budhwani

Copy: TOBIAS MOELLER-BERTRAM, MD CORPORATION (via U.S. Certified Mail); TOBIAS MOELLER-BERTRAM, MD CORPORATION DESERT PAIN INSTITUTE (via U.S. Certified Mail); MAMMOTH MEDICAL, LLC (via U.S. Certified Mail); MOELLER-BERTRAM MEDICAL CORPORATION (via U.S. Certified Mail); LIFEKIND MOUNTAIN LLC (via U.S. Certified Mail); Ryan Nell , Esq., John Solis, Esq., Kimberly Shipp, Esq., Alexandra Beaupre, Esq., Pettit Kohn, 5901 W. Century Blvd. #1100, Los Angeles, CA 90045 (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



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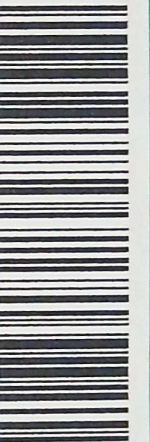
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MAMMOTH MEDICAL, LLC
44630 MONTEREY AVE 100
PALM DESERT, CA 92260



9590 9402 8803 4005 5614 15

9589 0710 5270 0211 5994 82

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postmark

MAMMOTH MEDICAL, LLC
44630 MONTEREY AVE 100
PALM DESERT, CA 92260

9589 0710 5270 0211 5994 82

PS Form 3800, January 2023 PSN 7530-02-000-8047 See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



9589 0710 5270 0211 5994 75

MOELLER-BERTRAM
MEDICAL CORPORATION
44630 MONTEREY AVE STE 100
PALM DESERT, CA 92260

9589 0710 5270 0211 5994 75

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy)

\$

Postmark

Gutierrez
v. TMS

MOELLER-BERTRAM
MEDICAL CORPORATION
44630 MONTEREY AVE STE 100
PALM DESERT, CA 92260

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

MOELLER-BERTRAM
MEDICAL CORPORATION
44630 MONTEREY AVE STE 100
PALM DESERT, CA 92260



9590 9402 8803 4005 5614 22

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5994 75

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



9589 0710 5270 0211 5994 68

LIFEKIND MOUNTAIN LLC
25 SE 2ND AVE
STE 550 PMB 303
MIAMI, FL 33131

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postmark

LIFEKIND MOUNTAIN LLC
25 SE 2ND AVE
STE 550 PMB 303
MIAMI, FL 33131

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

LIFEKIND MOUNTAIN LLC
25 SE 2ND AVE
STE 550 PMB 303
MIAMI, FL 33131

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

☐ Agent

B. Received by (Printed Name)

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type



9590 9402 8803 4005 5614 39

2. Article Number Transfer from carrier label

9589 0710 5270 0211 5994 68

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



9589 0710 5270 0211 5994 51

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Guatemala

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Restricted Mail Restricted Delivery

TM3

Postmark

Pettit Kohn

c/o Ryan Nell, Esq., John Solis,
Esq., Kimberly Shipp, Esq.,
Alexandra Beaupre, Esq.,
5901 W Century Blvd #1100
Los Angeles, CA 90045

9589 0710 5270 0211 5994 51

PS Form 3800, January 2023 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

Pettit Kohn

c/o Ryan Nell, Esq., John
Solis, Esq., Kimberly Shipp, Esq.,
Alexandra Beaupre, Esq.,
5901 W Century Blvd #1100
Los Angeles, CA 90045

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery



9590 9402 8803 4005 5614 46

2 Article Number (Transfer from service label)

9589 0710 5270 0211 5994 51

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

LIFEKIND MOUNTAIN LLC
25 SE 2ND AVE
STE 550 PMB 303
MIAMI, FL 33131



9590 9402 8803 4005 5614 39

2. Adult Signature Restricted Delivery

9589 0710 5270 0211 5994 68

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Carla

C. Date of Delivery

1/26/25

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☒ No

1/26/25

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over \$500) Restricted Delivery

Domestic Return Receipt

1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of 18
3 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los
4 Angeles, California 90067.

5 On **May 18, 2026**, I served the document described as: **SECOND AMENDED CLASS**
6 **ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE**
7 **ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the
8 interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to
9 interested parties as follows [or] [] as stated on the attached service list:

10 Ryan Nell
11 rnell@pettitkohn.com
12 Kristin Kameen
13 kkameen@pettitkohn.com
14 Nhung Lien
15 nlien@pettitkohn.com
16 Joseph Martinez
17 jmartinez@pettitkohn.com
18 Pettit Kohn Ingrassia Lutz & Dolin PC
19 11622 El Camino Real, Suite 300
20 San Diego, CA 92130
21 Telephone: (858) 755-8500
22 Fax: No.: (858) 755-8504

Attorneys for Defendants:
MAMMOTH MEDICAL, LLC, SAVAS
HEALTH, INC.
SAVAS HEALTH, LLC, SAVAS HEALTH
HEMET, LLC
SAVAS HEALTH HESPERIA, LLC
SAVAS HEALTH INDIO, LLC
SAVAS HEALTH PALM SPRINGS, LLC
SAVAS HEALTH RANCHO MIRAGE, LLC
SAVAS HEALTH RIVERSIDE, LLC
SAVAS HEALTH SAN JACINTO, LLC
SAVAS HEALTH TEMECULA, LLC
SAVAS HEALTH VICTORVILLE, LLC
SUMMIT INSTITUTE, LLC
TOBIAS MOELLERBERTRAM, M.D.,
CORPORATION DESERT PAIN
INSTITUTE
LIFEKIND MANAGEMENT, LLC
LIFEKIND FOUNDATION

23 [] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s)
24 for mailing in the ordinary course of business at Los Angeles, California. I am “readily
25 familiar” with this firm’s practice of collection and processing correspondence for
26 mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal
27 Service that same day in the ordinary course of business with postage thereon fully
28 prepaid at Los Angeles, California.

[X] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
California, by e-mail delivery on the parties listed herein at their most recent known e-
mail address or e-mail of record in this action.

[X] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
electronically via One Legal eService to the individuals listed above, as they exist on
that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct. Executed on **May 18, 2026**, at Los Angeles, California.

Julia Urquizo
Type/Print Name

Julia Urquizo
Signature