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on behalf of himself and all others similarly situated

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
09/11/2023

Chad Finke, Executive Officer / Clerk of the Court
By: D. Drew Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA – HAYWARD HALL OF JUSTICE

DOMINIC DAVIS, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

CHRISTIAN CHURCH HOMES d/b/a
“Christian Church Homes of Northern CA,”
a California nonprofit corporation; CCH
MANAGEMENT CORPORATION, a
California nonprofit corporation; and DOES
1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No. 23CV037811

1. **FAILURE TO PAY ALL WAGES;**
2. **FAILURE TO PROVIDE ALL MEAL PERIODS;**
3. **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
4. **FAILURE TO PAY PREMIUM WAGES AT THE LEGAL PAY RATE;**
5. **FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
6. **INDEPENDENT FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
7. **DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
8. **INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202;**
9. **DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202;**
10. **PENALTIES UNDER LABOR CODE 2699; AND**
11. **UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

Honorable Dennis Hayashi
Department 518

Action filed: July 7, 2023
Trial date: None Set

1 Plaintiff DOMINIC DAVIS, an individual on behalf of himself and all others similarly
2 situated (collectively referred to as “Plaintiffs”), hereby files this First Amended Complaint
3 against Defendant CHRISTIAN CHURCH HOMES d/b/a “Christian Church Homes of Northern
4 CA” and CCH MANAGEMENT CORPORATION and DOES 1 to 10 (collectively referred to as
5 “Defendants”). Plaintiffs are informed and believe, and on the basis of that information and belief,
6 allege as follows:

7 **I.**

8 **INTRODUCTION**

9 1. This is a civil action seeking recovery for Defendants’ violations of the California
10 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by
11 the California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
12 principles.

13 2. Plaintiffs’ action seeks monetary damages including full restitution from
14 Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair business practices.

15 3. The acts complained of herein occurred, occur and will occur, at least in part,
16 within the time period from four years preceding the filing of the original Complaint herein,
17 plus 179 days under Cal. Rules of Court, Appendix I, Emergency Rule No. 9, up to and through
18 the time of trial for this matter although this should not automatically be considered the statute of
19 limitations for any cause of action herein.

20 **RELEVANT JOB TITLES**

21 4. For introductory and general information only (and not to be considered a
22 proposed class definition), the relevant individuals in this action are Defendants’ non-exempt
23 employees who were subjected to Defendants’ policies and practices as described herein. Any
24 differences in job activities between the different individuals in these positions were and are
25 legally insignificant to the issues presented by this action.

26 **SUMMARY OF CLAIMS**

27 5. With regard to Defendants’ non-exempt employees, Defendants have:

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- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to provide all legally-required meal periods;
- c. Failed to authorize and permit all paid legally-required rest periods;
- d. Failed to pay meal and/or rest period penalty premium wages at the legal pay rate;
- e. Failed to reimburse for all work-related expenses;
- f. Independently failed to timely furnish accurate itemized wage statements;
- g. Derivatively failed to timely furnish accurate itemized wage statements;
- h. Independently violated Labor Code §§ 201-202;
- i. Derivatively violated Labor Code §§ 201-202;
- j. Incurred penalties under Labor Code §§ 2698, et seq.; and
- k. Conducted unfair business practices.

II.

PARTIES

PLAINTIFF DOMINIC DAVIS

6. Plaintiff DOMINIC DAVIS is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff DOMINIC DAVIS worked for Defendants as a non-exempt employee from approximately August 17, 2020, to July 8, 2022.

8. Plaintiff DOMINIC DAVIS seeks recovery herein from Defendants because with regard to Plaintiff DOMINIC DAVIS, while acting for Defendants in his capacity as a non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to provide all legally-required meal periods;
- c. Failed to authorize and permit all paid legally-required rest periods;

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- 1 d. Failed to pay meal and/or rest period penalty premium wages at the legal pay
2 rate;
3 e. Failed to reimburse for all work-related expenses;
4 f. Independently failed to timely furnish accurate itemized wage statements;
5 g. Derivatively failed to timely furnish accurate itemized wage statements;
6 h. Independently violated Labor Code §§ 201-202;
7 i. Derivatively violated Labor Code §§ 201-202;
8 j. Incurred penalties under Labor Code §§ 2698, et seq.; and
9 k. Conducted unfair business practices.

10 DEFENDANT CHRISTIAN CHURCH HOMES dba “Christian Church Homes of Northern CA”

11 9. Defendant CHRISTIAN CHURCH HOMES d/b/a “Christian Church Homes of
12 Northern CA” is now and/or at all times mentioned in this Complaint was a California non-profit
13 corporation and the owner and operator of an industry, business, and/or facilities licensed to do
14 business and actually doing business in the State of California.

15 DEFENDANT CCH MANAGEMENT CORPORATION

16 10. Defendant CCH MANAGEMENT CORPORATION is now and/or at all times
17 mentioned in this Complaint was a California non-profit corporation and the owner and operator
18 of an industry, business, and/or facilities licensed to do business and actually doing business in
19 the State of California.

20 ALTER EGO BETWEEN DEFENDANT CHRISTIAN CHURCH HOMES d/b/a “Christian
21 Church Homes of Northern CA” AND DEFENDANT CCH MANAGEMENT CORPORATION

22 11. Plaintiff is informed and believes and, on that basis, alleges that there exists, and
23 at all relevant times there has existed, a unity of interest and ownership between Defendants
24 CHRISTIAN CHURCH HOMES d/b/a “Christian Church Homes of Northern CA” and CCH
25 MANAGEMENT CORPORATION such that any separateness and individuality between them
26 have ceased. Adherence to the fiction of Defendant CHRISTIAN CHURCH HOMES d/b/a
27 “Christian Church Homes of Northern CA” and Defendant CCH MANAGEMENT
28 CORPORATION being separate business entities would permit abuse of any corporate privilege,

1 sanction fraud, and promote injustice.

2 DOES 1 TO 10, INCLUSIVE

3 12. DOES 1 to 10, inclusive, are now and/or at all times mentioned in this Complaint
4 were licensed to do business and/or actually doing business in California.

5 13. Plaintiffs do not know the true names or capacities, whether individual, partner or
6 corporate, of DOES 1 to 10, inclusive and for that reason, DOES 1 to 10 are sued under such
7 fictitious names under California Code of Civil Procedure § 474.

8 14. Plaintiffs will seek leave of court to amend this Complaint to allege such names and
9 capacities as soon as they are ascertained.

10 ALL DEFENDANTS

11 15. Defendants, and each of them, are now and/or at all times mentioned in this
12 Complaint were in some manner legally responsible for the events, happenings, and circumstances
13 alleged in this Complaint.

14 16. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
15 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

16 17. Defendants, and each of them, are now and/or at all times mentioned in this
17 Complaint were the agents, servants, and/or employees of some or all other Defendants, and
18 vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all
19 times mentioned in this Complaint were acting within the course and scope of that agency,
20 servitude, and/or employment.

21 18. Defendants, and each of them, are now and/or at all times mentioned in this
22 Complaint were members of and/or engaged in a joint venture, partnership, and common
23 enterprise, and were acting within the course and scope and in pursuance of said joint venture,
24 partnership, and common enterprise.

25 19. Defendants, and each of them, at all times mentioned in this Complaint concurred
26 and contributed to the various acts and omissions of each and every one of the other Defendants
27 in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

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20. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

III.

22. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

24. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff DOMINIC DAVIS and the members of the putative Classes herein were all California citizens and Defendant CHRISTIAN CHURCH HOMES d/b/a “Christian Church Homes of Northern CA” and CCH MANAGEMENT CORPORATION, are California non-profit corporations. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

IV.

26. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit

1 of all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

2 27. The putative classes Plaintiffs will seek to certify are currently composed of and
3 defined as follows:

- 4 a. All California citizens employed by Defendants as non-exempt employees (as
5 defined, supra) during the appropriate time period who were subjected to
6 Defendants’ policies and practices regarding the payment of straight time,
7 minimum and/or overtime wages as specifically described herein (hereinafter,
8 the “Wage Class”);
- 9 b. All California citizens employed by Defendants as non-exempt employees (as
10 supra) during the appropriate time period who were subjected to Defendants’
11 policies and practices regarding meal periods as specifically described herein
12 (hereinafter, the “Meal Period Class”);
- 13 c. All California citizens employed by Defendants as non-exempt employees (as
14 defined, supra) during the appropriate time period who were subjected to
15 Defendants’ policies and practices regarding paid rest periods as specifically
16 described herein (hereinafter, the “Rest Period Class”);
- 17 d. All California citizens employed by Defendants as non-exempt employees (as
18 defined, supra) during the appropriate time period who were subjected to
19 Defendants’ policies and practices regarding the payment of meal and/or rest
20 period penalty premium wages as specifically described herein (hereinafter,
21 the “Premium Rate Class”);
- 22 e. All California citizens employed by Defendants as non-exempt employees (as
23 defined, supra) during the appropriate time period who were subjected to
24 Defendants’ policies and practices regarding business expense reimbursement
25 as specifically described herein (hereinafter, the “Reimbursements Class”);
- 26 f. All California citizens employed by Defendants as non-exempt employees (as
27 defined, supra) during the appropriate time period who were independently
28 subjected to Defendants’ policies and practices regarding itemized wage

statements as specifically described herein (hereinafter, the “Independent Wage Statement Class”);

g. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were derivatively subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Derivative Wage Statement Class”);

h. All formerly-employed California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were independently subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “Independent LC 203 Class”)

i. All formerly-employed California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were derivatively subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “Derivative LC 203 Class”); and

j. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

28. The Wage Class, the Meal Class, the Rest Class, the Premium Rate Class, the Reimbursements Class, the Independent Wage Statement Class, the Derivative Wage Statement Class, the Independent LC 203 Class, the Derivative LC 203 Class, and the 17200 Class are herein collectively referred to as the “Classes.”

29. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a

1 class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

2 30. Numerosity (Code of Civil Procedure § 382):

- 3 a. The potential quantity of members of the Classes as defined is so numerous
4 that joinder of all members is unfeasible and impractical;
- 5 b. The disposition of the claims of the members of the Classes through this class
6 action will benefit both the parties and this Court;
- 7 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
8 however, it is estimated that the membership of the Classes numbers greater
9 than 100 individuals; and
- 10 d. The quantity and identity of such membership is readily ascertainable via
11 inspection of Defendants' records.

12 31. Superiority (Code of Civil Procedure § 382): The nature of this action and the
13 nature of the laws available to Plaintiffs make the use of the class action format particularly
14 efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein,
15 as follows:

- 16 a. California has a public policy that encourages the use of the class action
17 device;
- 18 b. By establishing a technique whereby the claims of many individuals can be
19 resolved at the same time, the class suit both eliminates the possibility of
20 repetitious litigation and provides small claimants with a method of obtaining
21 redress for claims which would otherwise be too small to warrant individual
22 litigation;
- 23 c. This case involves large corporate Defendants and a large number of
24 individual Class members with many relatively small claims and common
25 issues of law and fact;
- 26 d. If each individual member of the Classes was required to file an individual
27 lawsuit, the large corporate Defendants would necessarily gain an
28 unconscionable advantage because Defendants would be able to exploit and

1 overwhelm the limited resources of each individual member of the Classes
2 with Defendants' vastly superior financial and legal resources;

- 3 e. Requiring each individual member of the Classes to pursue an individual
4 remedy would also discourage the assertion of lawful claims by the members
5 of the Classes who would be disinclined to pursue an action against
6 Defendants because of an appreciable and justifiable fear of retaliation and
7 permanent damage to their lives, careers, and well-being;
- 8 f. Proof of a common business practice or factual pattern, of which the members
9 of the Classes experienced, is representative of the Classes herein and will
10 establish the right of each of the members of the Classes to recover on the
11 causes of action alleged herein;
- 12 g. Absent class treatment, the prosecution of separate actions by the individual
13 members of the Classes, even if possible, would likely create:
- 14 i) a substantial risk of each individual plaintiff presenting in separate,
15 duplicative proceedings the same or essentially similar arguments and
16 evidence, including expert testimony;
 - 17 ii) a multiplicity of trials conducted at enormous expense to both the
18 judicial system and the litigants;
 - 19 iii) inconsistent or varying verdicts or adjudications with respect to the
20 individual members of the Classes against Defendants;
 - 21 iv) potentially incompatible standards of conduct for Defendants; and
 - 22 v) potentially incompatible legal determinations with respect to
23 individual members of the Classes which would, as a practical matter,
24 be dispositive of the interest of the other members of the Classes who
25 are not parties to the adjudications or which would substantially
26 impair or impede the ability of the members of the Classes to protect
27 their interests.

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- 1 h. The claims of the individual members of the Classes are not sufficiently large
2 to warrant vigorous individual prosecution considering all of the concomitant
3 costs and expenses attendant thereto;
- 4 i. Courts seeking to preserve efficiency and other benefits of class actions
5 routinely fashion methods to manage any individual questions; and
- 6 j. The Supreme Court of California urges trial courts, which have an obligation
7 to consider the use of innovative procedural tools to certify a manageable
8 class, to be procedurally innovative in managing class actions.

9 32. Well-defined Community of Interest: Plaintiffs also meet the established
10 standards for class certification, as follows:

- 11 a. Typicality: The claims of Plaintiff DOMINIC DAVIS are typical of the claims
12 of all members of the Classes he seeks to represent because all members of the
13 Classes sustained injuries and damages arising out of Defendants' common
14 course of conduct in violation of law and the injuries and damages of all
15 members of the Classes were caused by Defendants' wrongful conduct in
16 violation of law, as alleged herein.
- 17 b. Adequacy: Plaintiff DOMINIC DAVIS:
- 18 i) is an adequate representative of the Classes he seeks to represent;
- 19 ii) will fairly protect the interests of the members of the Classes;
- 20 iii) has no interests antagonistic to the members of the Classes; and
- 21 iv) will vigorously pursue this suit via attorneys who are competent,
22 skilled and experienced in litigating matters of this type.
- 23 c. Predominant Common Questions of Law or Fact: There are common
24 questions of law and/or fact as to the members of the Classes which
25 predominate over questions affecting only individual members of the Classes,
26 including, without limitation:
- 27 i) Whether Defendants paid the legal and appropriate straight time pay,
28 minimum wage pay and/or overtime pay for all work hours to the

- members of the Wage Class;
- ii) Whether Defendants failed and continue to fail to provide legally-required meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 11 of the IWC Wage Orders;
- iii) Whether Defendants failed and continue to fail to authorize and permit paid legally-required rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 12 of the IWC Wage Orders;
- iv) Whether Defendants paid the legal and appropriate pay rate for meal and/or rest period penalty premium wages to the members of the Premium Rate Class;
- v) Whether Defendants failed to fully reimburse for all work-related expenses incurred by the members of the Reimbursements Class;
- vi) Whether Defendants independently failed to timely furnish accurate, itemized and legal wage statements to the members of the Independent Wage Statement Class;
- vii) Whether Defendants derivatively failed to timely furnish accurate, itemized and legal wage statements to the members of the Derivative Wage Statement Class;
- viii) Whether Defendants are independently liable under Labor Code § 203 to the members of the Independent LC 203 Class;
- ix) Whether Defendants are derivatively liable under Labor Code § 203 to the members of the Derivative LC 203 Class;
- x) Whether Defendants' conduct constitutes unfair business practices within the meaning of Business & Professions Code §§ 17200, et seq.;
- xi) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xii) Whether the members of the Classes are entitled to injunctive relief;

1 to December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code §
2 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage
3 shall be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars
4 (\$12) per hour.” Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or
5 more employees, the minimum wage shall be as follows: “From January 1, 2020, to December
6 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for
7 any employer who employs 26 or more employees, the minimum wage shall be as follows:
8 “From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.”
9 Finally, under Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more
10 employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by
11 subdivision (c) - fifteen dollars (\$15) per hour.”

12 38. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a
13 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
14 compensation applicable to the employee is entitled to recover in a civil action the unpaid
15 balance of the full amount of this minimum wage or overtime compensation, including interest
16 thereon, reasonable attorney’s fees, and costs of suit.”

17 39. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
18 by the Labor Commission is unlawful.

19 40. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
20 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
21 Wage Order(s).

22 41. Under the IWC Wage Order(s), Defendants are required to pay the members of
23 the Wage Class for all hours worked, meaning the time during which an employee is subject to
24 the control of an employer, including all the time the employee is suffered or permitted to work,
25 whether or not required to do so.

26 42. Defendants, as a matter of established company policy and procedure, at each and
27 every one of the individual facilities owned and/or operated by Defendants, consistently:

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- 1 a. Administered a uniform company policy and practice as to the pay
2 policies regarding the members of the Wage Class;
- 3 b. Required the members of the Wage Class to spend unpaid time under
4 Defendants' control for work-related tasks including but not limited to the
5 following:
- 6 • For a period of time, at the beginning of their shifts, before clocking
7 in, Defendants required the members of the Wage Class to perform
8 pre-shift temperature checks, which sometimes included waiting in
9 line for the temperature check machine to become available;
 - 10 • For a period of time, Defendant required the members of the Wage
11 Class, before clocking in, to fill out lengthy COVID applications on
12 their personal mobile devices;
 - 13 • The members of the Wage Class were also required to use their
14 personal mobile devices for work-related tasks when off the clock,
15 whether before or after their shift, or in the evenings and on weekends;
16 and/or
 - 17 • Defendants on occasion required the members of the Wage Class to
18 perform work-related tasks after clocking out; and as such,
- 19 c. Defendants suffered, permitted, and/or required the members of the Wage
20 Class to work without paying for all time they were under Defendants'
21 control.

22 43. Because Defendants required the members of the Wage Class to remain under
23 Defendants' control without paying therefor, this resulted in the members of the Wage Class
24 earning less than the legal minimum wage in the State of California.

25 44. Defendants' pattern, practice, and uniform administration of corporate policy
26 regarding illegal employee compensation as described herein is unlawful and creates an
27 entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage
28 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the

1 appropriate rate.

2 45. Further, Defendants' pattern and practice in uniform administration of corporate
3 policy regarding Defendants' failure to pay the legal minimum wage to the members of the
4 Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a),
5 to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the
6 full amount of the unpaid minimum wages owed, calculated as the difference between the
7 straight time compensation paid and the applicable minimum wage, including interest thereon.

8 46. Under Labor Code § 1194.2(a) (which provides that in any action under Labor
9 Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the
10 Wage Class seek recovery of liquidated damages on the straight-time portion of uncompensated
11 hours of work (not including the overtime portion thereof) in an amount equal to the wages
12 unlawfully unpaid and interest thereon.

13 47. That calculation of individual damages for the members of the Wage Class may at
14 some point be required does not foreclose the possibility of taking common evidence on
15 questions regarding their entitlement to overtime compensation.

16 48. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of
17 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

18 49. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
19 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ALL MEAL PERIODS**

22 **(On Behalf of the Meal Period Class)**

23 **(Against All Defendants)**

24 50. Plaintiffs incorporate by reference and reallege each and every one of the
25 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
26 forth herein.

27 51. Labor Code § 226.7(b) provides that "An employer shall not require an employee
28 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or

1 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
2 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

3 52. Labor Code § 512 provides that “An employer may not employ an employee for a
4 work period of more than five hours per day without providing the employee with a meal period
5 of not less than 30 minutes, except that if the total work period per day of the employee is no
6 more than six hours, the meal period may be waived by mutual consent of both the employer and
7 employee. An employer may not employ an employee for a work period of more than 10 hours
8 per day without providing the employee with a second meal period of not less than 30 minutes,
9 except that if the total hours worked is no more than 12 hours, the second meal period may be
10 waived by mutual consent of the employer and the employee only if the first meal period was not
11 waived.”

12 53. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
13 amend working condition orders with respect to break periods, meal periods, and days of rest for
14 any workers in California consistent with the health and welfare of those workers.”

15 54. Section 11(C) of the IWC Wage Orders provides that “Unless the employee is
16 relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on
17 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted
18 only when the nature of the work prevents an employee from being relieved of all duty and when
19 by written agreement between the parties an on-the-job paid meal period is agreed to. The
20 written agreement shall state that the employee may, in writing, revoke the agreement at any
21 time.”

22 55. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to
23 provide an employee a meal period in accordance with the applicable provisions of this order, the
24 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
25 compensation for each workday that the meal period is not provided.”

26 56. On one or more occasions, the members of the Meal Period Class worked over
27 five hours per shift and therefore were entitled to an uninterrupted meal period of not less than
28 30 minutes prior to exceeding five hours of employment.

1 57. Further, on one or more occasions, some members of the Meal Period Class
2 worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal
3 period of not less than 30 minutes prior to exceeding 10 hours of employment.

4 58. The members of the Meal Period Class did not validly or legally waive their meal
5 periods, by mutual consent with Defendants or otherwise.

6 59. The members of the Meal Period Class did not enter into any written agreement
7 with Defendants agreeing to an on-the-job paid meal period.

8 60. As a matter of Defendants' established company policy, Defendants failed to
9 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
10 516 and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
11 Meal Period Class with a first and in some cases a second legally compliant meal period.

12 61. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c),
13 which states "If an employer fails to provide an employee a meal or rest or recovery period in
14 accordance with a state law, including, but not limited to, an applicable statute or applicable
15 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
16 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
17 pay the employee one additional hour of pay at the employee's regular rate of compensation for
18 each workday that the meal or rest or recovery period is not provided," the members of the Meal
19 Period Class are entitled to damages in an amount equal to one additional hour of pay at each
20 employee's regular rate of compensation for each work day that one or more meal periods were
21 not provided to them, in a sum to be proven at trial.

22 62. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal
23 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

3 **(On Behalf of the Rest Period Class)**

4 **(Against All Defendants)**

5 63. Plaintiffs incorporate by reference and reallege each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
7 forth herein.

8 64. Labor Code § 226.7(b) provides, “An employer shall not require an employee to
9 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
10 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
11 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

12 65. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
13 amend working condition orders with respect to break periods, meal periods, and days of rest for
14 any workers in California consistent with the health and welfare of those workers.”

15 66. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize
16 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
17 of each work period. The authorized rest period time shall be based on the total hours worked
18 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
19 However, a rest period need not be authorized for employees whose total daily work time is less
20 than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
21 worked for which there shall be no deduction from wages.”

22 67. Section 12(B) of the IWC Wage Order(s) states, “If an employer fails to provide
23 an employee a rest period in accordance with the applicable provisions of this order, the
24 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
25 compensation for each workday that the rest period is not provided.”

26 68. The members of the Rest Period Class sometimes worked over four hours per
27 shift. Further, the members of the Rest Period Class sometimes worked over six hours per shift,
28 and in some cases over 10 hours per shift.

1 69. The members of the Rest Period Class were entitled to a rest period of not less
2 than 10 minutes for every four hours of work, or major fraction thereof.

3 70. As a matter of Defendants’ established company policy, Defendants failed to
4 always authorize and permit all required rest periods established by Labor Code §§ 226.7 and
5 516 and Section 12 of the IWC Wage Order(s).

6 71. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b), which
7 states “if an employer fails to provide an employee a meal or rest period in accordance with an
8 applicable order of the Industrial Welfare Commission, the employer shall pay the employee one
9 additional hour of pay at the employee’s regular rate of compensation for each work day that the
10 meal or rest period is not provided,” the members of the Rest Period Class are entitled to
11 damages in an amount equal to one (1) additional hour of pay at each employee’s regular rate of
12 compensation for each work day that one or more rest periods were not so provided.

13 72. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest
14 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PAY PREMIUM WAGES AT THE LEGAL PAY RATE**

17 **(On Behalf of the Premium Rate Class)**

18 **(Against All Defendants)**

19 73. Plaintiffs incorporate by reference and reallege each and every one of the
20 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
21 forth herein.

22 74. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
23 amend working condition orders with respect to break periods, meal periods, and days of rest for
24 any workers in California consistent with the health and welfare of those workers.”

25 75. Section 11(C) of the IWC Wage Orders provides that “Unless the employee is
26 relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on
27 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted
28 only when the nature of the work prevents an employee from being relieved of all duty and when

1 by written agreement between the parties an on-the-job paid meal period is agreed to. The
2 written agreement shall state that the employee may, in writing, revoke the agreement at any
3 time.”

4 76. Section 11(D) of the IWC Wage Order(s) provides that “If an employer fails to
5 provide an employee a meal period in accordance with the applicable provisions of this order, the
6 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
7 compensation for each workday that the meal period is not provided.”

8 77. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize
9 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
10 of each work period. The authorized rest period time shall be based on the total hours worked
11 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
12 However, a rest period need not be authorized for employees whose total daily work time is less
13 than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
14 worked for which there shall be no deduction from wages.”

15 78. Section 12(B) of the IWC Wage Order(s) states, “If an employer fails to provide
16 an employee a rest period in accordance with the applicable provisions of this order, the
17 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
18 compensation for each workday that the rest period is not provided.”

19 79. The “regular rate of pay” includes “all [applicable] remuneration paid to, or on
20 behalf of the employee.” (29 U.S.C. § 207(3).) The California Industrial Welfare Commission
21 applies this standard for determining an employee’s regular rate of pay for overtime calculation
22 purposes.

23 80. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, states in pertinent
24 part, “Under California law, employers must provide employees with overtime pay when
25 employees work more than a certain amount of time. ... To calculate overtime pay, [Labor Code]
26 section 510(a) requires an employer to compensate an employee by a multiple of the employee’s
27 ‘regular rate of pay.’ ... If an employer does not provide an employee with a compliant meal,
28 rest, or recovery period, section 226.7, subdivision (c) (section 226.7(c)) requires the employer to

1 ‘pay the employee one additional hour of pay at the employee's regular rate of compensation.’
2 The question here is whether the Legislature intended ‘regular rate of compensation’ under
3 section 226.7(c) to have the same meaning as ‘regular rate of pay’ under section 510(a), such that
4 the calculation of premium pay for a noncompliant meal, rest, or recovery period, like the
5 calculation of overtime pay, must account for not only hourly wages but also other
6 nondiscretionary payments for work performed by the employee. We hold that the terms are
7 synonymous: ‘regular rate of compensation’ under section 226.7(c), like ‘regular rate of pay’
8 under section 510(a), encompasses all nondiscretionary payments, not just hourly wages.”

9 81. As a matter of Defendants’ established company policy, Defendants failed to
10 always comply with the meal and/or rest period premium penalty payment requirements
11 established by *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, Labor Code §§
12 226.7, 512, and 516, and Section 11 and/or 12 of the IWC Wage Order(s).

13 82. Under Section 11(D) and/or Section 12 of the IWC Wage Order(s) and Labor
14 Code § 226.7(b)/(c), which states “if an employer fails to provide an employee a meal or rest
15 period in accordance with an applicable order of the Industrial Welfare Commission, the
16 employer shall pay the employee one additional hour of pay at the employee’s regular rate of
17 compensation for each work day that the meal or rest period is not provided,” the members of the
18 Premium Rate Class were entitled to damages in an amount equal to one additional hour of pay
19 at each employee’s regular rate of compensation for each work day that a meal and/or rest period
20 was not provided, in a sum to be proven at trial.

21 83. However, Defendants, as a matter of established company policy and procedure,
22 at each and every one of the individual facilities owned and/or operated by Defendants,
23 consistently:

- 24 a. Administered a uniform company policy and practice regarding the payment
25 of wages, including premium pay, to the members of the Premium Rate Class;
- 26 b. Paid the members of the Premium Rate Class meal and/or rest period premium
27 wages not at the regular rate of pay, but at a base rate of pay or otherwise,
28 and/or not including “all [applicable] remuneration paid to, or on behalf of the

employee”; and

c. As such, failed to pay the members of the Premium Rate Class all compensation owed, as required by law.

84. Defendants’ pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Premium Rate Class, in a civil action, for the unpaid balance of the full amount of the meal and/or rest period premiums owing.

85. That calculation of individual damages for the members of the Premium Rate Class may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation.

86. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of the Premium Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

87. Under Labor Code §§ 218.5 and/or 1194, the members of the Premium Rate Class request that the Court award reasonable attorneys’ fees and costs incurred by them in this action.

FIFTH CAUSE OF ACTION

FAILURE TO FULLY REIMBURSE WORK EXPENSES

(On Behalf of the Reimbursements Class)

(Against All Defendants)

88. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

90. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any

1 right or remedy to which he is entitled under the laws of this State.”

2 91. As a matter of Defendants’ established company policy, the members of the
3 Reimbursements Class were and are required by Defendants to personally incur necessary
4 expenditures in direct consequence of the discharge of their duties, including but not limited to
5 expenses for the work-required use of their personal vehicles (including but not limited to
6 mileage), usage of personal mobile devices, and work-related supplies.

7 92. Defendants are legally required to reimburse the members of the Reimbursements
8 Class for all necessary expenditures.

9 93. Defendants failed to fully and reasonably reimburse the members of the
10 Reimbursements Class for all necessary expenditures, including but not limited to the
11 aforementioned expenditures.

12 94. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
13 the members of the Reimbursements Class are entitled to recovery from Defendants of the
14 unpaid balance for all necessary expenditures, including but not limited to the aforementioned
15 expenditures.

16 95. As a proximate result of the aforementioned violations of Labor Code § 450(a)
17 and § 2802(a), the members of the Reimbursements Class have been damaged in an amount
18 according to proof at the time of trial.

19 96. Under Labor Code § 2802(b), the members of the Reimbursements Class request
20 that the Court award interest at the same rate as judgments in civil actions, accruing from the
21 date on which each member of the Reimbursements Class incurred the necessary expenditure or
22 loss.

23 97. Under Labor Code § 2802(c), the members of the Reimbursements Class request
24 that the Court award reasonable attorneys’ fees and costs incurred by them in this action.

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SIXTH CAUSE OF ACTION
INDEPENDENT FAILURE TO TIMELY
FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(On Behalf of the Independent Wage Statement Class)
(Against All Defendants)

98. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

99. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period...”

100. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not and still do not furnish each of the members of the Independent Wage Statement Class with an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period.

1 101. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
2 employee suffers injury if the employer fails to provide accurate and complete information as
3 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
4 promptly and easily ascertain required information without reference to other documents or
5 information.

6 102. Here, the members of Independent Wage Statement Class suffered injury because
7 Defendants failed to provide accurate and complete information as required by one or more items
8 listed in Labor Code § 226(a)(1)-(9), and the Independent Wage Statement Class members could
9 not and cannot promptly and easily ascertain required information without reference to other
10 documents or information.

11 103. In addition, the members of the Independent Wage Statement Class have suffered
12 injury as a result of Defendants' failure to maintain accurate records for the members of the
13 Independent Wage Statement Class in that the members of the Independent Wage Statement
14 Class were not timely provided written accurate itemized statements showing all required
15 information, including but not limited all applicable hourly rates in effect during the pay period
16 and hours worked at each rate, in violation of Labor Code § 226, such that the members of the
17 Independent Wage Statement Class were misled by Defendants as to the correct information
18 regarding various items, including but not limited to all applicable hourly rates in effect during
19 the pay period and hours worked at each rate.

20 104. The actual injuries suffered by the members of the Independent Wage Statement
21 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
22 the members of the Independent Wage Statement Class include but are not limited to:

- 23 a. That such practice prevents the members of the Independent Wage Statement
24 Class from being able to effectively challenge information on their wage
25 statements; and/or
26 b. The difficulty and expense of filing and maintaining this lawsuit and the
27 discovery required to collect and analyze the very information that California
28 law requires.

1 105. Under Labor Code § 226(e), the members of the Independent Wage Statement
2 Class are entitled to \$50.00 per employee for the initial pay period in which a violation
3 hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not
4 exceeding an aggregate penalty of \$4,000.00.

5 106. Under Labor Code § 226(g), the currently-employed members of the Independent
6 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
7 Labor Code § 226.

8 107. Under Labor Code § 226(e) and/or § 226(g), the members of the Independent
9 Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

10 **SEVENTH CAUSE OF ACTION**

11 **DERIVATIVE FAILURE TO TIMELY**

12 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

13 **(On Behalf of the Derivative Wage Statement Class)**

14 108. Plaintiffs incorporate by reference and reallege each and every one of the
15 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
16 forth herein.

17 109. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly
18 or at the time of each payment of wages, furnish each of his or her employees, either as a
19 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
20 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
21 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
22 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
23 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
24 each the pay period and the corresponding number of hours worked at each hourly rate by the
25 employee...."

26 110. Further, the IWC Wage Orders § 7(A) states in pertinent part, "(A) Every
27 employer shall keep accurate information with respect to each employee including the following:
28 (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...(5) Total hours worked in the payroll period and applicable rates of pay....”

111. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by the members of the Derivative Wage Statement Class, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

112. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and still do not furnish each of the members of the Derivative Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate by each respective individual.

113. As set forth herein in prior causes of action, Defendants failed to pay the members of the Derivative Wage Statement Class all wages due and owing.

114. As a derivative result of this failure to pay wages and as a pattern and practice in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do not maintain accurate records pertaining to the total hours worked for Defendants by the members of the Derivative Wage Statement Class, including but not limited to, beginning and ending of each work period, meal period interval, total daily hours worked, total hours worked per pay period, and the applicable rates of pay.

115. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an employee suffers injury if the employer fails to provide accurate and complete information as required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot promptly and easily ascertain requisite information without reference to other documents or information.

116. Here, the members of Derivative Wage Statement Class suffered injury because, due to Defendants’ failure to pay all wages due and owing, Defendants derivatively failed to

1 provide accurate and complete information as required by one or more items listed in Labor
2 Code § 226(a)(1)-(9).

3 117. In addition, the members of the Derivative Wage Statement Class have suffered
4 injury as a result of Defendants' failure to maintain accurate records for the members of the
5 Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class
6 were not timely provided written accurate itemized statements showing all requisite information,
7 including but not limited to total hours worked by the employee, net wages earned and all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),
10 such that the members of the Derivative Wage Statement Class were misled by Defendants as to
11 the correct information regarding various items, including but not limited to total hours worked
12 by the employee, net wages earned and all applicable hourly rates in effect during the pay period
13 and the corresponding number of hours worked at each hourly rate.

14 118. The actual injuries suffered by the members of the Derivative Wage Statement
15 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
16 the members of the Derivative Wage Statement Class include but are not limited to:

- 17 a. Confusion over whether they received all wages owed them by Defendants;
- 18 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 19 c. Being forced to engage in mathematical computations to analyze whether
20 Defendants' wages in fact compensated for all hours worked;
- 21 d. The inability to accurately calculate wage rates complicated by the fact that
22 wage statement information required by Labor Code § 226 is missing;
- 23 e. That such practice prevents the members of the Derivative Wage Statement
24 Class from being able to effectively challenge information on their wage
25 statements; and/or
- 26 f. The difficulty and expense of filing and maintaining this lawsuit, and the
27 discovery required to collect and analyze the very information that California
28 law requires.

1 125. Labor Code § 203 provides that if an employer willfully fails to timely pay,
2 without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
3 employee who is discharged or who quits, the wages of the employee shall continue at the same
4 rate, for up to 30 days from the due date thereof, until paid or until an action therefor is
5 commenced.

6 126. The members of the Independent LC 203 Class are no longer employed by
7 Defendants as they were either discharged from or quit Defendants' employ.

8 127. Defendants had a consistent and uniform policy, practice, and procedure of
9 willfully failing to timely pay the earned wages of Defendants' former employees, according to
10 amendment or proof.

11 128. For example, Plaintiff, DOMINIC DAVIS resigned on July 8, 2022. However,
12 Defendants did not pay his final wages for over 72 hours, providing checks for final wages on
13 July 26, 2022, August 10, 2022, and September 2, 2022. These checks did not include waiting
14 time penalties.

15 129. Defendants willfully failed to pay the members of the Independent LC 203 Class
16 all wages due and owing at the time of their termination or within seventy-two hours of their
17 resignation.

18 130. Defendants' willful failure to timely pay final wages to the members of the
19 Independent LC 203 Class violates Labor Code §201-202 because Defendants knew or should
20 have known final wages were due to the members of the Independent LC 203 Class by a date
21 certain, but Defendants failed to pay them on a timely basis on or before that deadline.

22 131. Thus, the members of the Independent LC 203 Class are entitled to recovery
23 under to Labor Code § 203.

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1 **NINTH CAUSE OF ACTION**

2 **DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202**

3 **(On Behalf of the Derivative LC 203 Class)**

4 **(Against All Defendants)**

5 132. Plaintiffs incorporate by reference and reallege each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
7 forth herein.

8 133. Labor Code § 203 provides that if an employer willfully fails to pay, without
9 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
10 employee who is discharged or who quits, the wages of the employee shall continue at the same
11 rate, for up to thirty days from the due date thereof, until paid or until an action therefor is
12 commenced.

13 134. The members of the Derivative LC 203 Class are no longer employed by
14 Defendants as they were either discharged from or quit Defendants' employ.

15 135. Defendants had a consistent and uniform policy, practice, and procedure of
16 willfully failing to pay the earned wages of Defendants' former employees, as set forth above,
17 according to amendment or proof.

18 136. As set forth above, Defendants willfully failed to pay the members of the
19 Derivative LC 203 Class their entire wages due and owing at the time of their termination or
20 within seventy-two hours of their resignation and failed to pay those sums for up to 30 days
21 thereafter.

22 137. Defendants' willful failure to pay wages to the members of the Derivative LC 203
23 Class violates Labor Code § 203 because Defendants knew or should have known wages were
24 due to the members of the Derivative LC 203 Class, as set forth above, but Defendants failed to
25 pay them.

26 138. Thus, the members of the Derivative LC 203 Class are entitled to recovery under
27 Labor Code § 203.

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1 **TENTH CAUSE OF ACTION**

2 **PENALTIES UNDER LABOR CODE § 2699**

3 **(On Behalf of the Aggrieved Employees)**

4 **(Against All Defendants)**

5 139. Plaintiffs incorporate by reference and reallege each and every one of the allegations
6 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

7 140. Under Labor Code § 2699(a) (which provides that any provision of the Labor
8 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
9 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
10 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
11 of himself or herself and other current or former employees) and Labor Code § 2699(f) (which
12 establishes a civil penalty for violations of all Labor Code provisions except those for which a
13 civil penalty is specifically provided), Plaintiff and all other similarly situated aggrieved
14 employees seek recovery of all applicable civil penalties, as follows:

- 15 a. As applicable, for civil penalties under Labor Code § 2699(f), for all
16 violations of the Labor Code except for those for which a civil penalty is
17 specifically provided, in the amount of \$100 for each aggrieved employee per
18 pay period for the initial violation; and \$200 for each aggrieved employee per
19 pay period for each subsequent violation;
- 20 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
21 entirely independent and apart from any other penalty provided in the Labor
22 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
23 each underpaid aggrieved employee for each pay period the aggrieved
24 employee was underpaid, and \$100 for each subsequent violation for each
25 underpaid employee for each pay period for which the employee was
26 underpaid;
- 27 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to
28 and entirely independent and apart from any other penalty provided in the

Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid, and \$250 for each subsequent violation for each underpaid aggrieved employees regardless of whether the initial violation was intentionally committed;

- d. As applicable, for civil penalties under Labor Code § 210 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each employee who is/was not paid wages in accordance with Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation; and
- f. As applicable, for any and all additional civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

141. In addition, Plaintiff seeks and is entitled to 75% of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 25% to Plaintiff and all other similarly situated aggrieved employees.

142. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under Labor Code § 2699(g)(1) and any other applicable statute.

143. Labor Code § 2699.3(a) states in pertinent part, "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met:
(1)(A) The aggrieved employee or representative shall give written notice by online filing with

1 the Labor and Workforce Development Agency and by certified mail to the employer of the
2 specific provisions of this code alleged to have been violated, including the facts and theories to
3 support the alleged violation.”

4 144. Labor Code § 2699.3(a) further states in pertinent part, “(2)(A) The agency shall
5 notify the employer and the aggrieved employee or representative by certified mail that it does
6 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
7 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
8 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
9 aggrieved employee may commence a civil action pursuant to Section 2699.”

10 145. Labor Code § 2699.3(c)(1) states in pertinent part, “A civil action by an aggrieved
11 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
12 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
13 commence only after the following requirements have been met: (1) (A) The aggrieved
14 employee or representative shall give written notice by online filing with the Labor and
15 Workforce Development Agency and by certified mail to the employer of the specific provisions
16 of this code alleged to have been violated, including the facts and theories to support the alleged
17 violation.”

18 146. Labor Code § 2699.3(c) further states in pertinent part, “(2)(A) The employer may
19 cure the alleged violation within 33 calendar days of the postmark date of the notice. The
20 employer shall give written notice by certified mail within that period of time to the aggrieved
21 employee or representative and the agency if the alleged violation is cured, including a
22 description of actions taken, and no civil action pursuant to Section 2699 may commence. If the
23 alleged violation is not cured within the 33-day period, the employee may commence a civil
24 action pursuant to Section 2699.”

25 147. Here, Plaintiffs’ civil action alleges violations of provisions listed in Labor Code
26 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,
27 Labor Code §§ 2699.3(a) and 2699.3(c) apply to this action.

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1 148. On July 7, 2023 Plaintiffs complied with Labor Code §§ 2699.3(a) and 2699.3(c)
2 in that Plaintiffs gave written notice by online filing with the LWDA and by certified mail to
3 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
4 the facts and theories to support the alleged violations. Attached hereto as Exhibit 1 is Plaintiffs'
5 LWDA letter.

6 149. As of September 10, 2023 (65 calendar days after Plaintiffs' July 7, 2023 LWDA
7 letter was filed online), Plaintiffs had not received any notification that the LWDA intended to
8 investigate the alleged violations. As such, Plaintiffs have complied with Labor Code § 2699.3(a)
9 and have been given authorization therefrom to commence a civil action which includes a cause
10 of action under Labor Code § 2699.

11 150. Further, as of August 9, 2023 (33 calendar days after Plaintiffs' July 7, 2023
12 LWDA letter was mailed to Defendants via certified mail), Plaintiffs have not received from
13 Defendants written notice by certified mail that the alleged violations have been cured, including
14 a description of actions taken. As such, Plaintiffs have complied with Labor Code § 2699.3(c)
15 and have been given authorization therefrom to commence a civil action which includes a cause
16 of action under Labor Code § 2699.

17 **ELEVENTH CAUSE OF ACTION**

18 **UNFAIR BUSINESS PRACTICES**

19 **(On Behalf of the 17200 Class)**

20 **(Against All Defendants)**

21 151. Plaintiffs incorporate by reference and reallege each and every one of the
22 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
23 forth herein.

24 152. Business & Professions Code § 17200 provides, in pertinent part, "[U]nfair
25 competition shall mean and include any unlawful, unfair or fraudulent business act."

26 153. Business & Professions Code § 17205 provides that unless otherwise expressly
27 provided, the remedies or penalties provided for unfair competition "are cumulative to each other
28 and to the remedies or penalties available under all other laws of this state."

1 154. Business & Professions Code § 17204 provides that an action for any relief from
2 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
3 money or property as a result of such unfair competition.

4 155. Defendants have engaged in unlawful, unfair and fraudulent business acts or
5 practices prohibited by Business & Professions Code § 17200, including those set forth in the
6 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the
7 17200 Class of the minimum working standards and conditions due to them under the Labor
8 Code and/or the IWC Wage Orders, as specifically described herein.

9 156. Defendants have engaged in unfair business practices in California by practicing,
10 employing and utilizing the employment practices outlined in the preceding paragraphs,
11 specifically, by requiring employees to perform the labor services complained of herein without
12 the requisite compensation.

13 157. Defendants' use of such practices constitutes an unfair business practice and
14 unfair competition and provides an unfair advantage over Defendants' competitors.

15 158. Plaintiffs have suffered injury in fact and have lost money or property as a result
16 of such unfair competition.

17 159. Plaintiffs seek full restitution from Defendants, as necessary and according to
18 proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by
19 means of the unfair practices complained of herein.

20 160. Further, if Defendants are not enjoined from the conduct set forth above,
21 Defendants will continue to practice, employ, and utilize the employment practices outlined in
22 the preceding paragraphs.

23 161. Therefore, Plaintiffs request that the Court issue a preliminary and permanent
24 injunction prohibiting Defendants from engaging in the foregoing conduct.

25 162. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total
26 monetary relief sought from Defendants.

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1 VI.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs pray:

4 a. That the Court issue an Order certifying the Classes herein, appointing all named
5 Plaintiffs as representative of all others similarly situated, and appointing all law firms
6 representing all named Plaintiffs as counsel for the members of the Classes;

7 As to the First Cause of Action for Failure to Pay All Wages:

8 b. For recovery of the unpaid balance of the full amount of the straight time
9 compensation due and owing, according to proof;

10 c. For liquidated damages on the straight-time portion of uncompensated hours of
11 work (not including the overtime portion thereof), as authorized by Labor Code § 1194.2(a);

12 d. For recovery of the unpaid balance of the full amount of overtime compensation
13 due and owing, calculated at the appropriate rate and according to proof;

14 e. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil
15 Code § 3287;

16 f. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
17 and/or 1194(a);

18 As to the Second Cause of Action for Failure to Provide Meal Periods:

19 g. For one hour of pay at the regular rate of compensation for each member of the
20 Meal Period Class for each workday that a meal or rest period was not provided;

21 h. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
22 3287;

23 As to the Third Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

24 i. For one hour of pay at the regular rate of compensation for each member of the Rest
25 Period Class for each workday that a meal or rest period was not provided;

26 j. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
27 3287;

28 ///

1 As to the Fourth Cause of Action for Failure to Pay Premium Wages At the Legal Pay Rate:

2 k. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s)
3 regarding wages due and owing, according to proof;

4 l. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil
5 Code §3287;

6 m. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
7 and/or 1194(a);

8 As to the Fifth Cause of Action for Unpaid Reimbursements for Work Expenses:

9 n. For recovery of the unpaid balance for all necessary expenditures and losses
10 incurred in direct consequence of the discharge of Defendants' duties;

11 o. For interest thereon at the same rate as judgments in civil actions, accruing from the
12 date on which each member of the Reimbursements Class incurred the necessary expenditure or
13 loss, under Labor Code § 2802(b);

14 p. For reasonable attorneys' fees and costs under Labor Code § 2802(c);

15 As to the Sixth Cause of Action for Independent Failure to Timely Furnish Accurate Itemized
16 Wage Statements:

17 q. For recovery as authorized by Labor Code § 226(e);

18 r. For an award of costs and reasonable attorneys' fees under Labor Code § 226(e)
19 and/or § 226(g);

20 As to the Seventh Cause of Action for Derivative Failure to Timely Furnish Accurate Itemized
21 Wage Statements:

22 s. For recovery as authorized by Labor Code § 226(e);

23 t. For an award of costs and reasonable attorneys' fees under Labor Code § 226(e)
24 and/or § 226(g);

25 As to the Eighth Cause of Action for Independent Violations of Labor Code §§ 201-202:

26 u. For recovery as authorized by Labor Code § 203;

27 As to the Ninth Cause of Action for Derivative Violations of Labor Code §§ 201-202:

28 v. For recovery as authorized by Labor Code § 203;

1 As to the Tenth Cause of Action for Penalties Under Labor Code § 2699:

2 w. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
3 entirely independent and apart from other penalties in the Labor Code and for Labor Code
4 violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee
5 per pay period for each violation, and \$200 for each aggrieved employee per pay period for each
6 subsequent violation;

7 x. As applicable, for civil penalties under Labor Code § 558, in addition to and
8 entirely independent and apart from other penalties in the Labor Code, as follows:

9 i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid
10 employee for each pay period for which the employee was underpaid; and

11 ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved
12 underpaid employee for each pay period for which the employee was
13 underpaid;

14 y. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and
15 entirely independent and apart from other penalties in the Labor Code, as follows:

16 i. For any initial violation that is intentionally committed, \$100 for each
17 aggrieved underpaid employee for each pay period for which the employee
18 was underpaid; and

19 ii. For each subsequent violation, regardless of whether the initial violation is
20 intentionally committed, \$250 for each aggrieved underpaid employee for
21 each pay period for which the employee was underpaid;

22 z. As applicable, for civil penalties under Labor Code § 210, in addition to and
23 entirely independent and apart from other penalties in the Labor Code, in the amount of \$100 for
24 each aggrieved employee per pay period for each violation, and \$200 for each aggrieved
25 employee per pay period for each subsequent violation;

26 aa. As applicable, for civil penalties under Labor Code § 226.3, in addition to and
27 entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for
28 each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved

1 employee per pay period for each subsequent violation;

2 bb. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code
3 § 2699(g)(1) and any other applicable statute; and

4 cc. For such relief as this Court may deem just and proper;

5 As to the Eleventh Cause of Action for Unfair Business Practices:

6 dd. For an accounting, under administration of Plaintiffs and/or the receiver and
7 subject to Court review, to determine the amount to be returned by Defendants, and the amounts
8 to be refunded to members of the Classes who are owed monies by Defendants;

9 ee. For an Order requiring Defendants to identify each of the members of the Classes
10 by name, home address, home telephone number and, if available, email address;

11 ff. For an Order requiring Defendants to make full restitution and payment under
12 California law;

13 gg. For an Order for a preliminary and/or permanent injunction prohibiting Defendants
14 from engaging in the acts complained of herein;

15 hh. For the creation of an administrative process wherein each injured member of the
16 Classes may submit a claim in order to receive his/her money;

17 ii. For all other appropriate injunctive, declaratory and equitable relief;

18 jj. For interest to the extent permitted by law;

19 kk. For an award of attorneys' fees and costs incurred in the investigation, filing and
20 prosecution of this action under Code of Civil Procedure § 1021.5, Business & Professions Code
21 §§ 17200, et seq., Labor Code § 1194 and/or any other applicable provision of law; and

22 As to All Causes of Action:

23 ll. For such relief as this Court may deem just and proper, including reasonable
24 attorneys' fees and costs incurred.

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26 ///

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VII.

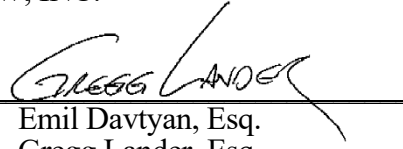
DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

Dated: September 11, 2023

D.LAW, INC.

By:

A handwritten signature in black ink, appearing to read "Gregg Lander", is written over a horizontal line.

Emil Davtyan, Esq.

Gregg Lander, Esq.

Vanessa M. Ruggles, Esq.

Attorneys for Plaintiffs

EXHIBIT 1



July 7, 2023

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: CHRISTIAN CHURCH HOMES d/b/a “Christian Church Homes of Northern CA” and CCH MANAGEMENT CORPORATION (collectively, the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency and the Employer

From: DOMINIC DAVIS (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code §§ 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, each Employer was and is a member of and/or engaged in a joint venture, partnership, and common enterprise, and was acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further, during this time period, each Employer employed the Employee and all other similarly situated aggrieved employees as non-exempt employees, and utilized consistent policies and procedures regarding the Employee and all such other similarly situated aggrieved employees, as follows:

First, the Employee and all other similarly situated aggrieved employees spent time under the Employer’s control, but were not paid therefor, including but not limited to:

- For a period of time, at the beginning of their shifts, before clocking in, Defendants required the members of the Wage Class to perform pre-shift temperature checks, which sometimes included waiting in line for the temperature check machine to become available;
- For a period of time, Defendant required the members of the Wage Class, before clocking in, to fill out lengthy COVID applications on their personal mobile devices;
- The members of the Wage Class were also required to use their personal mobile devices for work-related tasks when off the clock, whether before or after their shift, or in the evenings and on weekends; and/or
- Defendants on occasion required the members of the Wage Class to perform work-related tasks after clocking out.

As such, in all of these circumstances, the Employer failed to pay all straight time, minimum, and overtime wages due for the time the Employee and all other similarly situated aggrieved employees were subject to the Employer’s control, in violation of Labor Code §§ 510, 1194, 1197, and 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly situated aggrieved employees because Employer failed to relinquish all control and/or because meal breaks were missed, interrupted, short and/or late. The Employee and all other similarly situated aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shift. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512, and 516 and the applicable Industrial Wage Order ¶ 11, and owes penalties under Labor Code §§ 2699(f) and/or 558.

Third, the Employer failed to always authorize and permit paid rest breaks to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees did not always get full ten-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other similarly situated aggrieved employees were not always authorized and permitted legally compliant rest breaks. The Employer did not pay a rest period penalty for any of these violations. As such, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order ¶ 12(A)/(B), and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Fourth, the Employer sometimes paid the Employee and all other similarly situated aggrieved employees premium pay for meal and/or rest period violations. However, the Employer failed to always comply with the meal and/or rest period penalty payment requirements established by *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, Labor Code § 226.7, Labor Code § 512, Labor Code § 516 and Section 11 and/or 12 of the IWC Wage Order(s). Specifically, the Employer failed to always include all forms of remuneration in the calculation of the regular rate of pay. As such, the Employer owes the Employee and all other similarly situated aggrieved employees unpaid wages, in violation of Labor Code §§ 1194 and 226.7(c), and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Fifth, the Employee and all other similarly situated aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to expenses for the work-required use of their personal vehicles (including but not limited to mileage), usage of personal mobile devices, and work-related supplies. However, the Employer failed to reimburse for any expenses. As such, the Employer violated Labor Code §§ 450 and 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for all expenses reasonably incurred in the course of their required work duties and forcing patronage, and owes penalties under Labor Code § 2699(f).

Sixth, regarding wage statements, under Labor Code § 226(a) and the applicable Industrial Wage Order, the Employer is required to include certain information on an employee's wage statement. Here, the Employer issued improper wage statements to the Employee and all other similarly situated aggrieved employees because the Employer's wage statements did not always contain all requisite information, including but not limited to all applicable hourly rates in effect during the pay period and hours worked at each rate. As such, the Employer independently violated Labor Code § 226, and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Seventh, also regarding wage statements, and in addition to the independent violations of Labor Code § 226 above, as stated, because the Employer failed to pay all wages as set forth above, the Employer issued improper wage statements to the Employee and all other similarly situated aggrieved employees, and the Employer has derivatively violated Labor Code § 226, and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Eighth, regarding waiting time penalties, the Employer did not timely pay the Employee and other separated similarly situated aggrieved employees all wages due and owing in a timely manner. For example, the Employee resigned on July 8, 2022. However, the Employer willfully failed to pay the Employee's final wages for over 72 hours, providing checks for final wages on July 26, 2022, August 10, 2022, and/or September 2, 2022. Therefore, because the Employer failed to pay all wages as set forth above, the Employer independently violated Labor Code §§ 201-202, and owes penalties under Labor Code §§ 2699(f) and/or 203.

Ninth, also regarding waiting time penalties, and in addition to the independent violations of Labor Code § 203, because the Employer failed to pay all wages as set forth above, the Employee and all other similarly situated aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. The Employer's failure to timely pay final wages to the Employee and all other similarly situated aggrieved employees was willful, in that the Employer willfully adopted policies and/or practices that were incompatible with the Labor Code. Therefore, because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202, and owes penalties under Labor Code §§ 2699(f) and/or 203.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

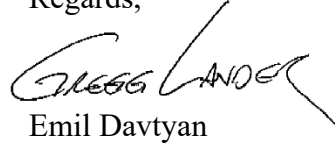
In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

PAGA Administrator
Re: Christian Church Homes, et al.
July 7, 2023
Page 4

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read "Gregg Lander", with a stylized flourish extending from the end.

Emil Davtyan
Gregg Lander
Vanessa M. Ruggles

cc: (via Certified Mail)
Christian Church Homes dba "Christian Church Homes of Northern CA"
1855 Olympic Blvd, Suite 300
Walnut Creek, CA 94596

cc: (via Certified Mail)
CCH Management Corporation
1855 Olympic Blvd, Suite 300
Walnut Creek, CA 94596

cc: (via U.S. Mail)
Marcie Isom Fitzsimmons, Esq.
GORDAN REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I, the undersigned, am over the age of 18 years and not a party to this action. My business
4 address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located
in Los Angeles County, where the service herein occurred.

5 On the date of execution hereof, I caused to be served the following attached document/s:

6 **FIRST AMENDED COMPLAINT**

7 on the interested parties in this action, addressed as follows:

8 Attorneys for Defendants:

9 Sara A. Moore, Esq.
10 Matthew Isaac, Esq.
11 GORDON & REES SCULLY MANSUKHANI
275 Battery Street, Suite 2000
12 San Francisco, CA 94111
Tel: (415) 986-5900 / Fax: (415) 986-8054
Email: SMOore@grsm.com

13 using the following service method:

14 X **VIA MAIL:** I caused the document(s) to be served to be deposited at: 1635 Pontius
15 Avenue, Second Floor, Los Angeles, California, which is a mailbox or other like facility
regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid,
16 addressed to the person(s) on whom the document(s) is/are to be served, at the office address as
last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am
17 aware that on motion of any party served, service is presumed invalid if the postal cancellation
date or postage meter date is more than one (1) day after the date of deposit for mailing stated
18 herein.

19 I DECLARE under penalty of perjury that the foregoing is true and correct.

20 Executed on **September 11, 2023** at Los Angeles, California.



21 **Cindy Rivas**