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DJUANA SHANELLA HALE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

DJUANA SHANELLA HALE, individually, and
on behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

WELBE HEALTH, LLC, a Delaware Limited
Liability Company; STOCKTON PACE, LLC, a
Delaware Limited Liability Company; and DOES
1 through 25, inclusive,

Defendants.

Case No.

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

COMES NOW, Plaintiff DJUANA SHANELLA HALE (“Plaintiff”), individually, and on behalf of other Aggrieved Employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follow:

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from July 3, 2022 to final judgment (“Aggrieved Employees”).

2. Plaintiff alleges that throughout the time period involved in this case, Defendants hired Plaintiff and Aggrieved Employees but failed to properly pay them all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods and associated premium wages to which they were entitled, failed to timely pay them all wages during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll records, and failed to reimburse them for necessary business expenses.

3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees and costs.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of

jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of San Joaquin. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of San Joaquin.

THE PARTIES

7. At all times herein mentioned, Plaintiff DJUANA SHANELLA HALE was and is a resident of San Joaquin County in the State of California.

8. At all times herein mentioned, Defendant WELBE HEALTH, LLC was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout San Joaquin County and the State of California.

9. At all times herein mentioned, Defendant STOCKTON PACE, LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout San Joaquin County and the State of California.

10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

11. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, WELBE HEALTH, LLC; STOCKTON PACE, LLC; and/or DOES 1 through 25 (collectively "Defendants"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official policy.

12. At all relevant times, Defendants were the employers of Plaintiff within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the

1 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
2 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

3 13. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
4 Employees, to set work rules and conditions governing their employment, and to supervise their
5 daily employment activities.

6 14. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
7 and the Aggrieved Employees' employment for them to be their joint employers.

8 15. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved
9 Employees.

10 16. Defendants continue to employ hourly paid and/or non-exempt employees within the
11 State of California.

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

16 18. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
17 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
18 occurrences, and transactions alleged herein.

19 **GENERAL ALLEGATIONS**

20 19. Defendants, jointly and severally, employed Plaintiff DJUANA SHANELLA HALE
21 from approximately January 2019 to February 2023 as a non-exempt, hourly-paid employee. During
22 her employment with Defendants, Plaintiff was employed as a Nightly Navigator Licensed Vocational
23 Nurse ("LVN"), based out of 582 E. Harding Way, Stockton, CA 95304.

24 20. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay
25 them all overtime wages and minimum wages for all hours worked, failed to provide all meal and rest
26 breaks to which they were entitled, failed to timely pay all wages upon termination of employment,
27 failed to provide accurate wage statements, failed to reimburse necessary business-related expenses,
28 and failed to adhere to other related protections afforded by the California Labor Code and applicable

1 Industrial Welfare Commission Wage Order.

2 21. Plaintiff and the Aggrieved Employees worked over eight (8) hours in a day, and/or
3 forty (40) hours in a week during their employment with Defendants.

4 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
6 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive certain wages for
7 overtime compensation and that they were not receiving certain wages for overtime compensation.

8 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
10 applicable IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive at least
11 minimum wages for all hours worked and that they were not receiving minimum wages for all hours
12 worked.

13 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 implemented time rounding practices that at times resulted in the underpayment of wages to Plaintiff
15 and the Aggrieved Employees, including minimum and overtime wages. Defendants employed a time
16 rounding policy that was not neutral and designed to round time in Defendants' favor, ensuring that
17 Plaintiff and the Aggrieved Employees were at times not paid for all time worked.

18 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
20 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive a meal period or
21 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
22 provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of
23 more than five hours per day and that Plaintiff and the Aggrieved Employees were entitled to receive
24 a second meal period or payment of one (1) additional hour of pay at their regular rate of compensation
25 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
26 minutes for a work period of more than ten (10) hours per day. However, Plaintiff and the Aggrieved
27 Employees did not receive all meal periods or payment of one (1) additional hour of pay at their regular
28 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that pursuant to California Labor Code section 226.7 and the applicable IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive all rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or major fraction thereof, worked. However, Plaintiff and the Aggrieved Employees did not receive all rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when a rest period was missed, shortened, taken late, and/or interrupted.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they were required to provide Plaintiff and the Aggrieved Employees with complete and accurate itemized wage statements pursuant to California Labor Code section 226, but failed to do so.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses, but, in fact, did not reimburse them for necessary business-related expenses.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to receive all wages upon termination of employment, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages, and that they did not receive payment of all wages upon termination of employment in violation of California Labor Code sections 201 and 202.

PAGA ALLEGATIONS

30. At all times set forth herein, PAGA was applicable to Plaintiff's employment by Defendants.

31. At all times set forth herein, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency (“LWDA”)

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

4 32. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
5 any person that was employed by the alleged violator and against whom one or more of the alleged
6 violations was committed.

7 33. Plaintiff was employed by Defendants and the alleged violations were committed
8 against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and
9 the other employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c)
10 in that they are current or former employees of Defendants and one of more of the alleged violations
11 were committed against them.

12 34. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
13 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
14 have been met:

15 (a) The Aggrieved Employee shall give written notice by certified mail (hereinafter
16 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the
18 alleged violations.

19 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
20 aggrieved employee by certified mail that it does not intend to investigate the alleged
21 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
22 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty
23 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
24 employee may commence a civil action pursuant to California Labor Code section 2699
25 to recover civil penalties in addition to any other penalties to which the employee may be
26 entitled.

27 35. On July 3, 2023, Plaintiff provided notice by electronic submission to the LWDA and
28 by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have

1 been violated, including the facts and theories to support the alleged violations, pursuant to Labor
2 Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of
3 providing the Employee's Notice.

4 36. Therefore, the administrative prerequisites under California Labor Code section
5 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
6 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
7 1197.1, 1198, 2800 and 2802 have been satisfied.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, ET SEQ.**

10 **(Against All Defendants and DOES 1-25)**

11 37. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in all preceding paragraphs.

13 38. Plaintiff brings this action as a representative action on behalf of herself, other
14 Aggrieved Employees, and the State of California in their capacity as a private attorney general
15 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

16 39. PAGA expressly provides for a private right of action to recover civil penalties for
17 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
18 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
19 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
20 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
21 brought by an aggrieved employee on behalf of himself or herself and other current or former
22 employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

23 40. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
24 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
25 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

26 41. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees"
27 as defined by California Labor Code section 2699(c) in that they are all current or former employees
28 of Defendants, and one or more of the alleged violations were committed against them.

1 42. Defendants' conduct, as alleged herein, violates numerous sections of the California
2 Labor Code, including, but not limited to, the following:

- 3 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
4 overtime wages, as set forth more fully below;
- 5 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
6 pay minimum wages, as set forth more fully below;
- 7 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
8 legally required meal periods, as set forth more fully below;
- 9 (d) Violation of California Labor Code section 226.7 for failure to provide legally
10 required rest periods, as set forth more fully below;
- 11 (e) Violation of California Labor Code section 204 for failure to timely pay wages to
12 Plaintiff and Aggrieved Employees during employment, as set forth more fully
13 before;
- 14 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
15 wages at time of discharge from employment, as set forth more fully below;
- 16 (g) Violation of California Labor Code section 226(a) for failure to provide accurate
17 wage statements to Plaintiff and Aggrieved Employees, as set forth more fully
18 below;
- 19 (h) Violation of California Labor Code section 1174(d) for failure to keep complete
20 and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set
21 forth more fully below; and
- 22 (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
23 Plaintiff and Aggrieved Employees for necessary business-related expenses, as set
24 forth more fully below.

25 43. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
26 Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of
27 civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants
28 for violations of Labor Code sections set forth herein, including penalties under California Labor Code

1 sections 2699, 558, 210, 1197.1, , 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC
2 Wage Order, and any and all additional penalties and remedies as provided by the California Labor
3 Code and/or other statutes.

4 44. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
5 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for
6 the enforcement of labor laws and education of employers and employees about their rights and
7 responsibilities and twenty-five (25%) to the Aggrieved Employees.

8 45. Plaintiff was compelled to retain the services of counsel to file this court action, and to
9 assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of
10 reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other
11 applicable statute.

12 **Failure to Pay Overtime Wages**

13 46. California Labor Code section 1198 and the applicable IWC Wage Order have provided
14 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-
15 half or two-times that person's regular rate of pay, depending on the number of hours worked by the
16 person on a daily or weekly basis.

17 47. Specifically, the applicable IWC Wage Order provides that Defendants are and were
18 required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than
19 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
20 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

21 48. The applicable IWC Wage Order further provides that Defendants are and were
22 required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than
23 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

24 49. California Labor Code section 510 codifies the right to overtime compensation at one-
25 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
26 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
27 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
28 in a day or in excess of eight (8) hours in a day on the seventh day of work.

50. During the relevant time period, Plaintiff and Aggrieved Employees regularly 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 performing work duties “off-the-clock” including, but not limited to, amongst other things, requiring Plaintiff and the Aggrieved Employees to provide nursing care to patients, such as delivering and administering medication, checking blood pressure, and scheduling home transport.

51. Defendants' failure to pay Plaintiff and Aggrieved Employees the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

Failure to Pay Minimum Wages

52. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiff and the Aggrieved Employees any wages for time spent working "off-the-clock" performing duties including, but not limited to, amongst other things, requiring Plaintiff and the Aggrieved Employees to provide nursing care to patients, such as delivering and administering medication, checking blood pressure, and scheduling home transport. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and Aggrieved Employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197 and 1197.1.

53. Defendants' failure to pay Plaintiff and Aggrieved Employees the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Meal Periods

54. At all relevant times herein set forth, California Labor Code section 226.7 has provided that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

55. At all relevant times herein set forth, California Labor Code section 512(a) has provided that 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 a 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.

56. During the relevant time period, Plaintiff and Aggrieved Employees who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

57. During the relevant time period, Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of time in excess of six (6) hours, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

58. During the relevant time period, Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

59. During the relevant time period, Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

60. During the relevant time period, Defendants willfully required Plaintiff and the Aggrieved Employees to work during meal periods and failed to compensate Plaintiff and Aggrieved Employees for work performed during meal periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff worked through mandated meal periods.

61. Defendants failed to pay Plaintiff and the Aggrieved Employees the full meal period premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved

1 Employees in the regular rate of compensation.

2 62. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
3 Code sections 226.7 and 512(a).

4 **Failure to Provide Rest Periods**

5 63. At all relevant times, California Labor Code section 226.7 has provided that no
6 employer shall require an employee to work during any rest period mandated by an applicable order
7 of the California IWC.

8 64. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
9 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
10 the middle of each work period" and that the "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" unless
12 the total daily work time is less than three and one-half (3½) hours.

13 65. Pursuant to the applicable IWC Wage Order and California Labor Code section
14 226.7(b), Plaintiff and the Aggrieved Employees are entitled to recover from Defendants one (1)
15 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
16 the rest period was not provided.

17 66. During the relevant time period, Defendants required Plaintiff and the Aggrieved
18 Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
19 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
20 period, Defendants willfully required Plaintiff and the Aggrieved Employees to work during rest
21 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
22 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

23 67. Defendants failed to pay Plaintiff and Aggrieved Employees the full rest period
24 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
25 timely, uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
26 incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
27 Employees in the regular rate of compensation.

28 68. Defendants' conduct violates the applicable IWC Wage Orders and California Labor

1 Code section 226.7.

2 **Failure to Timely Pay Wages During Employment**

3 69. At all relevant times herein set forth, California Labor Code section 204 has provided
4 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
5 any calendar month, other than those wages due upon termination of an employee, are due and payable
6 between the 16th and the 26th day of the month during which the labor was performed.

7 70. At all times herein set forth, California Labor Code section 204 has provided that all
8 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
9 calendar month, other than those wages due upon termination of an employee, are due and payable
10 between the 1st and the 10th day of the following month.

11 71. At all times herein set forth, California Labor Code section 204 has provided that all
12 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
13 the next regular payroll period.

14 72. During the relevant time period, Defendants intentionally and willfully failed to pay
15 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
16 under California Labor Code section 204, including wages for overtime compensation, minimum wage
17 compensation, meal period premiums, and rest period premiums.

18 **Failure to Timely Pay Wages Upon Termination**

19 73. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
20 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
21 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
22 at the time of discharge are due and payable immediately. California Labor Code section 202
23 mandates that if an employee quits, his or her wages shall become due and payable not later than
24 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
25 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
26 quitting.

27 74. California Labor Code section 203 provides that if an employer willfully fails to pay,
28 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is

1 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
2 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
3 continue for more than thirty (30) days.

4 75. At the time that Plaintiff and the Aggrieved Employees' employment with Defendants
5 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
6 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
7 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
8 wages.

9 **Failure to Provide Compliant Wage Statements**

10 76. At all relevant times set forth herein, California Labor Code section 226(a) provides
11 that every employer shall furnish each of its employees an accurate itemized statement in writing
12 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
13 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
14 deductions, provided that all deductions made on written orders of the employee may be aggregated
15 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
16 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
17 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
18 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
19 The deductions made from payments of wages shall be recorded in ink or other indelible form,
20 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
21 deductions shall be kept on file by the employer for at least three years at the place of employment or
22 at a central location within the State of California.

23 77. Defendants have intentionally and willfully failed to provide employees with complete
24 and accurate wage statements. The deficiencies include, among other things, the failure to state all
25 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
26 premium wages earned.

27 **Failure to Keep Requisite Payroll Records**

28 78. At all relevant times set forth herein, California Labor Code section 1174(d) has

1 required an employer to keep, at a central location in the state or at the plants or establishments at
2 which employees are employed, payroll records showing the hours worked daily by and the wages
3 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
4 employed at the respective plants or establishments. These records shall be kept in accordance with
5 rules established for this purpose by the commission, but in any case shall be kept on file for not less
6 than two years.

7 79. Defendants have intentionally and willfully failed to keep accurate and complete
8 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the Aggrieved
9 Employees.

10 80. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
11 and the Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

12 81. More specifically, Plaintiff and the Aggrieved Employees have been injured by
13 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
14 were denied both their legal right and protected interest, in having available, accurate and complete
15 payroll records pursuant to California Labor Code section 1174(d).

16 **Failure to Reimburse Necessary Business Expenses**

17 82. Pursuant to California Labor Code sections 2800 and 2802, an employer must
18 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
19 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
20 consequence of his or her obedience to the directions of the employer.

21 83. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
22 and costs that were not fully reimbursed by Defendants, including, but not limited to, the usage of
23 personal cellphones and laptops for work-related purposes.

24 84. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved
25 Employees for all necessary business-related expenses and costs.

26 **PRAYER FOR RELIEF**

27 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

- 28 1. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1)

1 of California Labor Code;

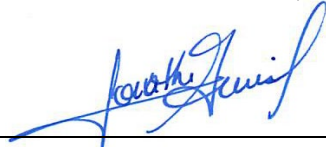
2 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
3 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or
4 other applicable statutes; and

5 3. For such other and further relief as the Court may deem proper.

6
7 DATED: September 8, 2023

BLACKSTONE LAW, APC

8
9 By:


Jonathan M. Genish, Esq.

Attorneys for Plaintiff

DJUANA SHANELLA HALE