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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

VERONICA JUAREZ, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

SANSUM CLINIC, a California nonprofit
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 26CV00668

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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

Jury Trial Demanded

1 Plaintiff Veronica Juarez, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

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

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

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

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

7 THE PARTIES

8 4. Plaintiff Veronica Juarez is a resident of Santa Barbara, in Santa Barbara
9 County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee
10 from approximately June 2021 to October 2025. Plaintiff worked as a Radiology Patient
11 Service Representative at one of Defendants' facilities in Santa Barbara, California. During
12 her employment, Plaintiff typically worked eight (8) or more hours per day and five (5) or
13 more days per week. Plaintiff's primary job duties included, without limitation, scheduling
14 patients, answering the phone and emails, checking in patients, and verifying insurance
15 information.

16 5. SANSUM CLINIC was and is, upon information and belief, a California
17 nonprofit corporation, and at all times hereinafter mentioned, an employer whose employees
18 are engaged throughout this county and the State of California.

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

23 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
24 were the partners, agents, owners, or managers of SANSUM CLINIC at all relevant times.

25 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
26 acts and omissions alleged herein was performed by, or is attributable to, SANSUM CLINIC
27 and/or DOES 1 through 10 (collectively, "Defendants" or "SANSUM"), each acting as the
28 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the

1 other co-Defendants and was acting within the course and scope of such agency, employment,
2 joint venture, or concerted activity with legal authority to act on the others' behalf. The acts
3 of any and all Defendants were in accordance with, and represent, the official policy of
4 Defendants.

5 9. At all relevant times, Defendants, and each of them, ratified each and every act
6 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
7 and abetted the acts and omissions of each and all the other Defendants in proximately causing
8 the damages herein alleged.

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

12 **GENERAL ALLEGATIONS**

13 11. Defendants are a healthcare provider offering a wide range of medical services,
14 health and wellness resources, and patient information to support community health. Upon
15 information and belief, Defendants maintain a single, centralized Human Resources ("HR")
16 department at their company headquarters in Sacramento, California, which is responsible for
17 the recruiting and hiring of new employees, and communicating and implementing
18 Defendants' company-wide policies, including timekeeping policies and meal and rest period
19 policies, to employees throughout California.

20 12. In particular, Plaintiff and class members, on information and belief, received
21 the same standardized documents and/or written policies. Upon information and belief, the
22 usage of standardized documents and/or written policies, including new-hire documents,
23 indicate that Defendants dictated policies at the corporate level and implemented them
24 company-wide, regardless of their employees' assigned locations or positions. Upon
25 information and belief, Defendants set forth uniform policies and procedures in several
26 documents provided at an employee's time of hire.

27 13. Upon information and belief, Defendants maintain a centralized Payroll
28 department at their company headquarters in Sacramento, California, which processes payroll

1 for all non-exempt, hourly paid employees working for Defendants at their various locations
2 in California, including Plaintiff and class members. Based upon information and belief,
3 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
4 employees in California, irrespective of their work locations. Upon information and belief,
5 Defendants process payroll for departing employees in the same manner throughout the State
6 of California, regardless of the manner in which each employee's employment ends.

7 14. Defendants continue to employ non-exempt or hourly paid employees in
8 California.

9 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
11 and advisors knowledgeable about California labor and wage law, employment and personnel
12 practices, and about the requirements of California law.

13 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
14 members were not paid for all hours worked because all hours worked were not recorded.

15 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to receive certain wages for
17 overtime compensation and that they were not receiving certain wages for overtime
18 compensation.

19 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to be paid at a regular rate
21 of pay, and corresponding rates of pay for overtime wages and/or meal and rest period
22 premiums, that included as eligible income all remuneration required by law, including but not
23 limited to, all income derived from shift differential pay, incentive pay, nondiscretionary
24 bonuses, and/or other forms of compensation, but failed to include all forms of remuneration
25 in calculating the regular rate of pay for Plaintiff and class members.

26 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to receive at least minimum
28 wages for compensation and that they were not receiving at least minimum wages for work

1 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
2 and class members were not paid at least minimum wages for work done off-the-clock.

3 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to meal periods in
5 accordance with the California Labor Code and applicable IWC Wage Order or payment of
6 one (1) additional hour of pay at their regular rates of pay when they were not provided with
7 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
8 were not provided with all meal periods or payment of one (1) additional hour of pay at their
9 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
10 period.

11 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to rest periods in
13 accordance with the California Labor Code and applicable IWC Wage Order or payment of
14 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
15 permitted to take a compliant rest period and that Plaintiff and class members were not
16 authorized and permitted to take compliant rest periods or provided with payment of one (1)
17 additional hour of pay at their regular rates of pay when they were not authorized and
18 permitted to take a compliant rest period.

19 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to receive complete and
21 accurate wage statements in accordance with California law. In violation of the California
22 Labor Code, Plaintiff and class members were not provided complete and accurate wage
23 statements.

24 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that they had a duty to maintain accurate and complete payroll records in
26 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
27 knowingly, and intentionally failed to do so.

28 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to timely payment of all
2 wages earned upon termination of employment. In violation of the California Labor Code,
3 Plaintiff and class members did not receive payment of all wages due, including, but not
4 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
5 permissible time periods.

6 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to timely payment of wages
8 during their employment. In violation of the California Labor Code, Plaintiff and class
9 members did not receive payment of all wages, including, but not limited to, overtime wages,
10 minimum wages, and/or meal and rest period premiums, within permissible time periods.

11 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to receive full
13 reimbursement for all business-related expenses and costs they incurred during the course and
14 scope of their employment and that they did not receive full reimbursement of applicable
15 business-related expenses and costs incurred.

16 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants knew or should have known that Defendants had a duty to provide
18 Plaintiff and class members with written notice of the material terms of their employment with
19 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

20 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants knew or should have known that they had a duty to compensate
22 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
23 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
24 falsely represented to Plaintiff and class members that they were properly denied wages, all in
25 order to increase Defendants' profits.

26 **PAGA REPRESENTATIVE ALLEGATIONS**

27 29. At all times herein set forth, PAGA provides that any provision of law under
28 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be

1 assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for
2 violations of the California Labor Code and applicable IWC Wage Order may, as an
3 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
4 themselves and other current or former employees pursuant to procedures outlined in
5 California Labor Code section 2699.3.

6 30. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
7 “any person who was employed by the alleged violator and personally suffered each of the
8 violations alleged.”

9 31. Plaintiff and other current and former employees of Defendants are “aggrieved
10 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
11 current or former employees and each of the alleged violations were committed against them.

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

- 15 (a) The aggrieved employee or representative shall give written notice by
16 online filing with the LWDA and by certified mail to the employer of
17 the specific provisions of the California Labor Code alleged to have
18 been violated, including the facts and theories to support the alleged
19 violation.
- 20 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
21 2699.3(a) and any employer response to that notice shall be
22 accompanied by a filing fee of seventy-five dollars (\$75).
- 23 (c) The LWDA shall notify the employer and the aggrieved employee or
24 representative by certified mail that it does not intend to investigate the
25 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
26 the postmark date of the aggrieved employee’s notice. Upon receipt of
27 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
28 (65) calendar days of the postmark date of the aggrieved employee’s

1 notice, the aggrieved employee may commence a civil action pursuant
2 to California Labor Code section 2699 to recover civil penalties.

3 33. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
4 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
5 provision other than those listed in Section 2699.5 after the following requirements have been
6 met:

- 7 (a) The aggrieved employee or representative shall give written notice by
8 online filing with the LWDA and by certified mail to the employer of
9 the specific provisions of the California Labor Code alleged to have
10 been violated (other than those listed in Section 2699.5), including the
11 facts and theories to support the alleged violation.
- 12 (b) An aggrieved employee's notice filed with the LWDA pursuant to
13 2699.3(c) and any employer response to that notice shall be
14 accompanied by a filing fee of seventy-five dollars (\$75).
- 15 (c) The employer may cure the alleged violation within thirty-three (33)
16 calendar days of the postmark date of the notice sent by the aggrieved
17 employee or representative. The employer shall give written notice
18 within that period of time by certified mail to the aggrieved employee or
19 representative and by online filing with the LWDA if the alleged
20 violation is cured, including a description of actions taken, and no civil
21 action pursuant to Section 2699 may commence. If the alleged violation
22 is not cured within the 33-day period, the aggrieved employee may
23 commence a civil action pursuant to Section 2699.

24 34. On February 5, 2026, Plaintiff provided written notice by online filing to the
25 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
26 Code alleged to have been violated, including facts and theories to support the alleged
27 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
28 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The

1 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
2 Plaintiff PAGA Case Number LWDA-CM-1155483-26. A true and correct copy of Plaintiff's
3 written notice to the LWDA and Defendants dated February 5, 2026, is attached hereto as
4 "Exhibit 1".

5 35. As of the filing date of this amended complaint, over 65 days have passed since
6 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that
7 it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

8 36. Thus, Plaintiff has satisfied the administrative prerequisites under California
9 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
10 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
11 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

27 40. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
28 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public

1 interest as a private attorney general, seeks assessment and collection of civil penalties and
2 injunctive relief for herself, all other aggrieved employees, and the State of California against
3 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
4 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

5 **CLASS ACTION ALLEGATIONS**

6 41. Plaintiff brings this action on her own behalf, as well as on behalf of each and
7 all other persons similarly situated, and thus seeks class certification under California Code of
8 Civil Procedure section 382.

9 42. All claims alleged herein arise under California law for which Plaintiff seeks
10 relief authorized by California law.

11 43. Plaintiff's proposed class consists of and is defined as follows:

12 All persons who worked for Defendants as non-exempt, hourly
13 paid employees in California, at any time from July 18, 2024, until
the date of trial ("Class").

14 44. Plaintiff's proposed subclass consists of and is defined as follows:

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

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

19 46. Plaintiff reserves the right to redefine the Class and Subclass and to add
20 additional subclasses as appropriate based on further investigation, discovery, and specific
21 theories of liability.

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

24 (a) Whether Defendants required Plaintiff and class members to work over
25 eight (8) hours per day, over twelve (12) hours per day, or over forty
26 (40) hours per week and failed to pay all legally required overtime
27 compensation to Plaintiff and class members;

28 (b) Whether Defendants failed to include all forms of remuneration in the

1 regular rate of pay as required by law for purposes of paying overtime
2 wages and/or meal and rest period premiums to Plaintiff and class
3 members;

4 (c) Whether Defendants failed to pay Plaintiff and class members at least
5 minimum wages for all hours worked;

6 (d) Whether Defendants failed to provide Plaintiff and class members with
7 meal periods;

8 (e) Whether Defendants failed to authorize and permit Plaintiff and class
9 members to take rest periods;

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

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

15 (h) Whether Defendants failed to pay earned overtime wages, minimum
16 wages, and/or meal and rest period premiums due to Plaintiff and class
17 members upon their discharge;

18 (i) Whether Defendants failed to timely pay overtime wages, minimum
19 wages, and/or meal and rest period premiums to Plaintiff and class
20 members during their employment;

21 (j) Whether Defendants failed to reimburse Plaintiff and class members for
22 necessary and required business-related expenditures and/or losses
23 incurred by them in the scope of their employment;

24 (k) Whether Defendants failed to provide written notice of information
25 material to Plaintiff's and class members' employment with Defendants;

26 (l) Whether Defendants engaged in unlawful and unfair business practices
27 in violation of California Business & Professions Code sections 17200,
28 *et seq.*; and

- 1 (m) The appropriate amount of damages, restitution, or monetary penalties
2 resulting from Defendants' violations of California law.

3 48. There is a well-defined community of interest in the litigation and the class
4 members are readily ascertainable:

- 5 (a) Numerosity: The class members are so numerous that joinder of all
6 members would be unfeasible and impractical. The membership of the
7 entire class is unknown to Plaintiff at this time; however, the class is
8 estimated to be greater than one hundred (100) individuals and the
9 identity of such membership is readily ascertainable by inspection of
10 Defendants' employment records.
- 11 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
12 protect the interests of each class member with whom she has a well-
13 defined community of interest, and Plaintiff's claims (or defenses, if
14 any) are typical of all class members as demonstrated herein.
- 15 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
16 protect the interests of each class member with whom she has a well-
17 defined community of interest and typicality of claims, as demonstrated
18 herein. Plaintiff acknowledges that she has an obligation to make
19 known to the Court any relationship, conflicts or differences with any
20 class member. Plaintiff's attorneys, the proposed class counsel, are
21 versed in the rules governing class action discovery, certification, and
22 settlement. Plaintiff has incurred, and throughout the duration of this
23 action, will continue to incur costs and attorneys' fees that have been,
24 are, and will be necessarily expended for the prosecution of this action
25 for the substantial benefit of each class member.
- 26 (d) Superiority: The nature of this action makes the use of class action
27 adjudication superior to other methods. A class action will achieve
28 economies of time, effort, and expense as compared with separate

lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

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

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime (Against all Defendants)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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

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

52. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members working more than eight (8) hours in a day

1 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
2 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
3 workweek.

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

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

15 55. During the relevant time period, Defendants willfully failed to pay all overtime
16 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
17 class members were not paid overtime premiums for all of the hours they worked in excess of
18 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
19 hours in a week, because all hours worked were not recorded.

20 56. First, during the relevant time period, Defendants had, and continue to have, a
21 company-wide policy and/or practice of requiring Plaintiff and class members to perform
22 work off-the-clock outside of their scheduled shifts. For example, Plaintiff worked off-the-
23 clock prior to clocking in for her shift and after clocking out from her shift assisting patients,
24 such as locating a wheelchair or directing them where to go in the facility. Thus, Defendants
25 failed to track all of the time that employees spent performing work-related tasks outside of
26 their shifts, and Plaintiff and class members received no compensation for this time.

27 57. Second, Defendants had, and continue to have, a company-wide policy and/or
28 practice of understaffing their facilities. Defendants' uniform practice of understaffing

1 resulted in a failure to provide Plaintiff and class members with adequate meal period
2 coverage, because there were too few employees on duty to handle the heavy workload and
3 attend to patients. Because Defendants did not employ or staff a sufficient number of
4 employees to meet patient demand, there was no one available to relieve employees needing
5 meal period coverage, and Plaintiff and class members were not always afforded uninterrupted
6 30-minute meal periods during shifts when they were entitled to receive a meal period.
7 Moreover, Defendants had a practice of failing to adhere to a schedule for meal periods, which
8 further caused Plaintiff and class members to not be relieved of their duties for compliant
9 meal periods. For example, Plaintiff had her meal periods interrupted to discuss patient care
10 and address any patient-related questions. Thus, Plaintiff and class members worked through
11 their meal periods and/or had their meal periods interrupted in order to complete their
12 assigned workloads.

13 58. Third, on information and belief, Defendants' management pressured Plaintiff
14 and class members to clock out for meal periods regardless of whether they had received a
15 compliant meal period or not. Thus, Defendants did not record all hours worked during meal
16 periods, and Plaintiff and class members performed work during meal periods for which they
17 were not paid.

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

26 60. Furthermore, on information and belief, Defendants did not pay Plaintiff and
27 class members the correct overtime rate for the recorded overtime hours that they generated.
28 In addition to an hourly wage, Defendants paid Plaintiff and class members shift differential

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

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

13 **SECOND CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198—** 15 **Unpaid Minimum Wages** 16 **(Against all Defendants)**

17 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
18 and every allegation set forth above.

19 63. At all relevant times, California Labor Code sections 1182.12, 1182.14, 1194,
20 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is
21 the minimum wage to be paid to employees, and the payment of a wage less than the
22 minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-
23 2001 as "the time during which an employee is s suffered or permitted to work for the
24 employer, whether or not required to do so, as interpreted in accordance with the provisions of
25 the Fair Labor Standards Act." Cal. Code Regs. tit. 8, § 11040(2)(L) (defining "Hours
26 Worked").

27 64. As set forth above, during the relevant time period, Defendants had a company-
28 wide policy and/or practice requiring Plaintiff and class members to perform work-related

1 tasks while off-the-clock outside of their scheduled shifts, including assisting patients.

2 Defendants failed to track this time Plaintiff and class members spent working off-the-clock,
3 and Plaintiff and class members received no compensation for this time.

4 65. Further, as also stated, due to Defendants' policies and/or practices of
5 understaffing their locations while assigning heavy workloads, and failing to adhere to a
6 schedule for meal periods, Plaintiff and class members were impeded from taking all
7 uninterrupted meal periods to which they were entitled and were required to work off-the-
8 clock during meal periods, have their meal periods interrupted, and/or were otherwise not
9 relieved of all duties during unpaid meal periods. Additionally, as stated, Defendants
10 pressured Plaintiff and class members to clock out for meal periods to reflect compliant meal
11 periods, even when meal periods were missed, short, and/or interrupted. Thus, Defendants
12 systematically failed to pay Plaintiff and class members for actual hours worked during unpaid
13 meal periods because these hours were not always correctly recorded

14 66. Defendants did not pay minimum wages for all hours worked by Plaintiff and
15 class members. To the extent that these off-the-clock hours did not qualify for overtime
16 premium payment, Defendants did not pay at least minimum wages for those hours worked
17 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
18 1198.

19 67. Defendants' failure to pay Plaintiff and class members minimum wages violates
20 California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198. Pursuant to
21 California Labor Code section 1194.2, Plaintiff and class members are therefore entitled to
22 recover from Defendants liquidated damages in an amount equal to the wages unlawfully
23 unpaid and interest thereon.

24 **THIRD CAUSE OF ACTION**

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

26 **Violations**

27 **(Against all Defendants)**

28 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

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

9 70. At all relevant times herein set forth, California Labor Code sections 226.7,
10 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
11 meal period mandated by an applicable order of the IWC.

12 71. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
13 the applicable IWC Wage Order also require employers to provide a second meal period of
14 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
15 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
16 hours worked is no more than twelve (12) hours, the second meal period may be waived by
17 mutual consent of the employer and the employee only if the first meal period was not waived.
18 The applicable IWC Wage Order further provides that employees in the healthcare industry
19 who work shifts in excess of eight (8) hours in a workday may waive one of their two meal
20 periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit. 8,
21 § 11040(11)(D).

22 72. During the relevant time period, as stated, Defendants had, and continue to
23 have, a company-wide policy and/or practice of understaffing their facilities while assigning
24 heavy workloads, which resulted in a lack of meal period coverage and prevented Plaintiff and
25 class members from taking all timely, uninterrupted meal periods to which they were entitled.
26 Further, Defendants had a company-wide practice and/or policy of failing to adhere to a
27 schedule for meal periods, which further caused Plaintiff and class members to not be relieved
28 of their duties for compliant meal periods.

1 73. As a result, Plaintiff and class members had to work through all or part of their
2 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
3 before taking meal periods. For example, Plaintiff had her meal periods interrupted to address
4 questions regarding patient care, which would take up to 10 minutes. As another example,
5 Plaintiff took her meal periods late, after the fifth hour of work, due to the heavy workload of
6 keeping up with patient care.

7 74. Moreover, as stated, because Defendants frowned upon employees accruing
8 meal period premiums, Defendants' management pressured employees to record compliant
9 meal periods, regardless of whether they had received a compliant meal period or not, in order
10 to strictly limit the meal period premiums that would need to be paid by Defendants. For
11 example, Plaintiff sometimes felt pressured to clock out for her meal period before the fifth
12 hour of her shift, even though she continued to work with a patient, in order to avoid incurring
13 a meal period premium for taking a late meal. Plaintiff and class members did not sign valid
14 meal period waivers on days that they were entitled to meal periods and were not relieved of
15 all duties.

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

22 76. Furthermore, Defendants engaged in a company-wide practice and/or policy of
23 not paying all meal period premiums owed when compliant meal periods were not provided.
24 Because of this practice and/or policy, Plaintiff and class members have not received premium
25 pay for missed, late, shortened, and interrupted meal periods. Alternatively, to the extent that
26 Defendants did pay Plaintiff and class members premium pay for missed, late, shortened, and
27 interrupted meal periods, Defendants did not pay Plaintiff and class members at the correct
28 rate of pay for premiums because Defendants systematically failed to include all forms of

1 compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or
2 other forms of remuneration, in the regular rate of pay. As a result, Defendants failed to
3 provide Plaintiff and class members compliant meal periods in violation of California Labor
4 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

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

9 **FOURTH CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 11 **(Against all Defendants)**

12 78. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

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

17 80. At all relevant times, the applicable IWC Wage Order provides that "[e]very
18 employer shall authorize and permit all employees to take rest periods, which insofar as
19 practicable shall be in the middle of each work period" and that the "rest period time shall be
20 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
21 hours or major fraction thereof" unless the total daily work time is less than three and one-half
22 (3 ½) hours.

23 81. At all relevant times, California Labor Code section 226.7 provides that no
24 employer shall require an employee to work during any rest period mandated by an applicable
25 order of the California IWC. To comply with its obligation to authorize and permit rest
26 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
27 employer must "relinquish any control over how employees spend their break time, and
28 relieve their employees of all duties—including the obligation that an employee remain on

1 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
2 *Inc.*, 2 Cal.5th 257, 273 (2016).

3 82. During the relevant time period, Defendants regularly failed to authorize and
4 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
5 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
6 practices, including understaffing while assigning heavy workloads, prevented Plaintiff and
7 class members from being relieved of all duties to take rest periods. Additionally, Defendants
8 failed to adhere to a schedule for rest periods, which, coupled with Defendants’ failure to
9 provide adequate rest period coverage, further led to Plaintiff and class members not being
10 authorized and permitted to take rest periods.

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

18 84. As a result of Defendants’ practices and policies, Plaintiff and class members
19 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
20 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
21 Plaintiff missed her rest periods several times per week due to the lack of rest period coverage
22 and the heavy workload.

23 85. Defendants have also engaged in a systematic, company-wide practice and/or
24 policy of not paying rest period premiums owed when rest periods are not authorized and
25 permitted. Because of this practice and/or policy, Plaintiff and class members have not
26 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
27 did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest
28 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for

1 premiums because Defendants failed to include all forms of compensation, such as shift
2 differential pay, incentive pay, nondiscretionary bonuses, fringe benefit pay, and/or other
3 forms of remuneration, in the regular rate of pay.

4 86. Defendants' conduct violates the applicable IWC Wage Order and California
5 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
6 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
7 compensation for each work day that a compliant rest period was not authorized and
8 permitted.

9 **FIFTH CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 11 **Statements and Failure to Maintain Accurate Payroll Records** 12 **(Against all Defendants)**

13 87. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

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

20 89. At all relevant times, Defendants have knowingly and intentionally provided
21 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
22 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
23 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
24 applicable hourly rates in effect during the pay period, including rates of pay for overtime
25 wages and/or meal and rest period premiums, and the corresponding number of hours worked
26 at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5),
27 and 226(a)(9).

28 90. Because Defendants did not accurately record the time Plaintiff and Subclass

1 members spent working off-the-clock and deducted time from their records for meal periods
2 that were interrupted and/or missed (and therefore time for which they should have been paid),
3 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
4 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
5 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
6 Subclass members in violation of section 226(a)(2), and failed to list the applicable hourly
7 rates of pay in effect during the pay period and corresponding accurate number of work hours
8 worked at each hourly rate in violation of section 226(a)(9).

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

16 92. The wage statement deficiencies also include, without limitation, failing to list
17 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
18 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
19 for which employees were paid; failing to list the name of the employee and only the last four
20 digits of his or her social security number or an employee identification number other than a
21 social security number; failing to list the name and address of the legal entity that is the
22 employer; and/or failing to state all hours worked as a result of not recording or stating hours
23 worked off-the-clock.

24 93. California Labor Code section 1174(d) provides that "[e]very person employing
25 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
26 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
27 plants or establishments at which employees are employed, payroll records showing the hours
28 worked daily by and the wages paid to, and the number of piece-rate units earned by and any

1 applicable piece rate paid to, employees employed at the respective plants or
2 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
3 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
4 members showing the daily hours they worked and the wages paid thereto as a result of failing
5 to record the off-the-clock hours that they worked.

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

16 95. Plaintiff and Subclass members are therefore entitled to recover from
17 Defendants the greater of their actual damages caused by Defendants’ failure to comply with
18 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand
19 dollars (\$4,000) per employee.

20 **SIXTH CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 22 **Termination** 23 **(Against all Defendants)**

24 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 97. This cause of action is dependent upon, and wholly derivative of, the overtime
27 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
28 Plaintiff and those class members no longer employed by Defendants upon their termination.

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

8 99. During the relevant time period, Defendants willfully failed to pay Plaintiff and
9 class members who are no longer employed by Defendants the earned and unpaid wages set
10 forth above, including but not limited to, overtime wages, minimum wages, and/or meal and
11 rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their
12 leaving Defendants' employ.

13 100. Defendants' failure to pay Plaintiff and class members who are no longer
14 employed by Defendants their wages earned and unpaid at the time of discharge, or within
15 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
16 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
17 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
18 thirty (30) day maximum pursuant to California Labor Code section 203.

19 **SEVENTH CAUSE OF ACTION**

20 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
21 **Employment**
22 **(Against all Defendants)**

23 101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 102. This cause of action is dependent upon, and wholly derivative of, the overtime
26 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
27 Plaintiff and class members during their employment.

28 103. At all times relevant herein set forth, Labor Code section 204 provides that all

1 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
2 days, inclusive, of any calendar month, other than those wages due upon termination of an
3 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
4 the month during which the labor was performed. Labor Code section 204 further provides
5 that all wages earned by any person in any employment between the sixteenth (16th) and the
6 last day, inclusive, of any calendar month, other than those wages due upon termination of an
7 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
8 month.

9 104. At all times relevant herein, Labor Code section 204 provides that all wages
10 earned for labor in excess of the normal work period shall be paid no later than the payday for
11 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
12 204 provides that the requirements of this section are deemed satisfied by the payment of
13 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
14 seven (7) calendar days following the close of the payroll period.

15 105. During the relevant time period, Defendants willfully failed to pay Plaintiff and
16 class members all wages due including, but not limited to, overtime wages, minimum wages,
17 and/or meal and rest period premiums, within the time periods specified by California Labor
18 Code section 204.

19 106. Defendants' failure to pay Plaintiff and class members all wages due violates
20 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
21 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

22 **EIGHTH CAUSE OF ACTION**

23 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 24 **(Against all Defendants)**

25 107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 108. At all times herein set forth, California Labor Code section 2802 provides that
28 an employer must reimburse employees for all necessary expenditures and losses incurred by

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

10 109. During the relevant time period, Defendants, on a company-wide basis,
11 required that Plaintiff and class members use their own personal mobile devices, including,
12 but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to
13 reimburse them for the costs of their work-related mobile device expenses. For example,
14 Plaintiff and class members used their personal mobile devices to communicate with
15 Defendants’ management and coworkers regarding work-related issues. Although Defendants
16 required Plaintiff and class members to utilize their personal mobile devices to carry out their
17 work-related responsibilities, Defendants failed to reimburse them for this cost.

18 110. Defendants could have provided Plaintiff and class members with company
19 mobile devices; or, Defendants could have reimbursed employees for costs of their mobile
20 device usage. Instead, Defendants passed these operating costs onto Plaintiff and class
21 members.

22 111. Defendants’ company-wide policy and/or practice of not reimbursing
23 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
24 and class members violates California Labor Code section 2802. Defendants have
25 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
26 business-related expenses and costs.

27 112. Pursuant to California Labor Code section 2802, Plaintiff and class members
28 are therefore entitled to recover from Defendants their business-related expenses incurred

1 during the course and scope of their employment, plus interest, costs, and attorneys' fees.

2 **NINTH CAUSE OF ACTION**

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

4 **(Against all Defendants)**

5 113. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation.

7 114. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
8 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
9 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
10 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
11 civil penalties for violations of those Labor Code sections not found in section 2699.5,
12 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and
13 2810.5.

14 115. Defendants' conduct, as alleged herein, violates numerous sections of the
15 California Labor Code, including, but not limited to, the following:

- 16 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
17 Wage Order for Defendants' failure to compensate Plaintiff and other
18 aggrieved employees with all required overtime pay, as alleged herein;
- 19 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
20 applicable IWC Wage Order for Defendants' failure to include all forms
21 of remuneration in the regular rate of pay as required by law for
22 purposes of paying overtime wages and/or meal and rest period
23 premiums to Plaintiff and other aggrieved employees, as alleged herein;
- 24 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
25 1198, and the applicable IWC Wage Order for Defendants' failure to
26 compensate Plaintiff and other aggrieved employees with at least
27 minimum wages for all hours worked, as alleged herein;
- 28 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the

- 1 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
2 and other aggrieved employees with meal periods, as alleged herein;
- 3 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to authorize and
5 permit Plaintiff and other aggrieved employees to take rest periods, as
6 alleged herein;
- 7 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
8 IWC Wage Order for failure to provide accurate and complete wage
9 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 10 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
11 IWC Wage Order for failure to maintain payroll records, as alleged
12 herein;
- 13 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
14 earned wages upon termination, as alleged herein;
- 15 (i) Violation of Labor Code section 204 for failure to pay all earned wages
16 during employment, as alleged herein;
- 17 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
18 and other aggrieved employees for all business expenses necessarily
19 incurred, as alleged herein; and
- 20 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to
21 provide notice of material terms of employment, as set forth below.

22 116. At all relevant times herein, California's Wage Theft Prevention Act was
23 enacted to ensure that employers provide employees with basic information material to their
24 employment relationship at the time of hiring, and to ensure that employees are given written
25 and timely notice of any changes to basic information material to their employment. Codified
26 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
27 time of hiring, an employer must provide written notice to employees containing basic and
28 material payroll information, including, among other things, the rate(s) of pay and basis

1 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
2 including any rates for overtime, the regular payday designated by the employer, and any
3 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
4 Code § 2810.5(a)(1)(A)-(C).

5 117. At all relevant times, Defendants failed, on a company-wide basis, to provide
6 written notice to Plaintiff and other aggrieved employees that lists the requisite information
7 set forth in Labor Code section 2810.5(a)(1)(A)-(C).

8 118. Defendants' failure to provide Plaintiff and other aggrieved employees with
9 written notice of basic information regarding their employment with Defendants is in violation
10 of California Labor Code section 2810.5. Plaintiff and other aggrieved employees are
11 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
12 (k).

13 **TENTH CAUSE OF ACTION**

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

15 **Unlawful Business Practices**

16 **(Against all Defendants)**

17 119. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
18 and every allegation set forth above.

19 120. Defendants are "persons" as defined by California Business & Professions
20 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
21 and/or associations.

22 121. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
23 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
24 suffered injury in fact and has lost money as a result of Defendants' unlawful business
25 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
26 meaning of Code of Civil Procedure section 1021.5.

27 122. Defendants' activities, as alleged herein, are violations of California law, and
28 constitute unlawful business acts and practices in violation of California Business &

1 Professions Code sections 17200, *et seq.*

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

- 5 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
6 class members, to work overtime without paying them proper
7 compensation in violation of California Labor Code sections 510 and
8 1198, and the applicable IWC Wage Order, as alleged herein;
- 9 (b) Failing to include all forms of remuneration in the regular rate of pay as
10 required by law for purposes of paying overtime wages and/or meal and
11 rest period premiums to Plaintiff and class members, in violation of
12 California Labor Code sections 226.7, 510, and 1198, and the applicable
13 IWC Wage Order, as alleged herein;
- 14 (c) Failing to pay at least minimum wage to Plaintiff and class members in
15 violation of California Labor Code sections 1182.12, 1182.14, 1194,
16 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
17 herein;
- 18 (d) Failing to provide all meal periods to Plaintiff and class members in
19 violation of California Labor Code sections 226.7, 512(a), 516, and
20 1198, and the applicable IWC Wage Order, as alleged herein;
- 21 (e) Failing to authorize and permit Plaintiff and class members to take all
22 rest periods in violation of California Labor Code sections 226.7, 516,
23 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 24 (f) Failing to provide Plaintiff and class members with accurate wage
25 statements and failing to maintain accurate payroll records in violation
26 of California Labor Code sections 226(a), 1174(d), and 1198, and the
27 applicable IWC Wage Order, as alleged herein;
- 28 (g) Failing timely to pay all earned wages to Plaintiff and class members in

violation of California Labor Code section 204, as alleged herein;

(h) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and

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

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

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

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

127. Pursuant to California Business & Professions Code sections 17200, *et seq.*,

1 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
2 Defendants during a period that commences four years prior to the filing of the initial
3 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
4 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
5 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

6 **ELEVENTH CAUSE OF ACTION**

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

8 **Unfair Business Practices**

9 **(Against all Defendants)**

10 128. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
11 and every allegation set forth above.

12 129. Defendants are “persons” as defined by California Business & Professions
13 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
14 and/or associations.

15 130. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
16 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
17 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
18 seeks to enforce important rights affecting the public interest within the meaning of Code of
19 Civil Procedure section 1021.5.

20 131. Defendants’ activities, namely Defendants’ company-wide practice and/or
21 policy of not paying Plaintiff and class members all meal and rest period premiums due to
22 them under Labor Code section 226.7, deprived Plaintiff and class members of the
23 compensation guarantee and enhanced enforcement implemented by section 226.7. The
24 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
25 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
26 *Superior Court*, 238 Cal.App.4th 1138, 1149 (2015). The statutory benefits of section 226.7
27 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
28 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an

1 unfair business practice in violation of California Business & Professions Code sections
2 17200, *et seq.* (*Id.*)

3 132. A violation of California Business & Professions Code sections 17200, *et seq.*
4 may be predicated on any unfair business practice. In the instant case, Defendants' policies
5 and practices have violated the spirit of California's meal and rest period laws and constitute
6 acts against the public policy behind these laws.

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

14 **REQUEST FOR JURY TRIAL**

15 Plaintiff requests a trial by jury.

16 **PRAYER FOR RELIEF**

17 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
18 against Defendants, jointly and severally, as follows:

19 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
20 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
21 reserves the right to amend her prayer for relief to seek a different amount.

22 **Class Certification**

- 23 2. That this case be certified as a class action;
24 3. That Plaintiff be appointed as the representative of the Class and Subclass;
25 4. That counsel for Plaintiff be appointed as class counsel.

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

27 5. That the Court declare, adjudge, and decree that Defendants violated California
28 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to

1 pay all overtime wages due to Plaintiff and class members;

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

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

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

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

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

11 10. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198, and the applicable IWC
13 Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

14 11. For general unpaid wages and such general and special damages as may be
15 appropriate;

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

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

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

21 15. For such other and further relief as the Court may deem equitable and
22 appropriate.

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

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

27 17. That the Court make an award to the Plaintiff and class members of one (1)
28 hour of pay at each employee's regular rate of pay for each workday that a meal period was

1 not provided;

2 18. For all actual, consequential, and incidental losses and damages, according to
3 proof;

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

5 20. For pre-judgment interest on any unpaid meal period premiums from the date
6 such amounts were due, or as otherwise provided by law;

7 21. For attorneys' fees pursuant to California Code of Civil Procedure section
8 1021.5, or as otherwise provided by law; and

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

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

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

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

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

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

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

23 28. For attorneys' fees pursuant to California Code of Civil Procedure section
24 1021.5, or as otherwise provided by law; and

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

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

28 30. That the Court declare, adjudge and decree that Defendants violated the

recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

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

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

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

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

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

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

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

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

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
2 overtime wages, minimum wages, and/or meal and rest period premiums during their
3 employment;

4 43. For all actual, consequential and incidental losses and damages, according to
5 proof;

6 44. For statutory penalties, plus 25 percent of the amount of wages unlawfully
7 withheld, according to proof pursuant to California Labor Code section 210;

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

10 46. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 47. For such other and further relief as the Court may deem equitable and
13 appropriate.

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

15 48. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
17 related expenses and costs incurred by Plaintiff and class members;

18 49. For unpaid business-related expenses and such general and special damages as
19 may be appropriate;

20 50. For pre-judgment interest on any unpaid business-related expenses from the
21 date such amounts were due pursuant to California Labor Code section 2802(b), or as
22 otherwise provided by law;

23 51. For all actual, consequential, and incidental losses and damages, according to
24 proof;

25 52. For attorneys' fees and costs pursuant to California Labor Code section
26 2802(c), or as otherwise provided by law; and

27 53. For such other and further relief as the Court may deem equitable and
28 appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of employment);

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

56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

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

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

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

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

2 60. That the Court declare, adjudge and decree that Defendants' conduct of failing
3 to provide Plaintiff and class members all overtime wages due to them, failing to include all
4 forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or
5 meal and rest period premiums to Plaintiff and class members, failing to provide Plaintiff and
6 class members all minimum wages due to them, failing to provide Plaintiff and class members
7 all meal periods, failing to authorize and permit Plaintiff and class members to take all rest
8 periods, failing to provide Plaintiff and class members accurate and complete wage
9 statements, failing to maintain accurate payroll records for Plaintiff and class members, failing
10 to timely pay Plaintiff and class members all earned wages during employment, failing to
11 reimburse Plaintiff and class members for business-related expenses, and failing to provide
12 written notice of material terms of employment, constitutes an unlawful business practice in
13 violation of California Business and Professions Code sections 17200, *et seq.*;

14 61. For restitution of unpaid wages to Plaintiff and all class members and
15 prejudgment interest from the day such amounts were due and payable;

16 62. For the appointment of a receiver to receive, manage and distribute any and all
17 funds disgorged from Defendants and determined to have been wrongfully acquired by
18 Defendants as a result of violations of California Business & Professions Code sections
19 17200, *et seq.*;

20 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
21 California Code of Civil Procedure section 1021.5; and

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

24 **As to the Eleventh Cause of Action**

25 65. That the Court declare, adjudge and decree that Defendants' conduct of denying
26 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
27 an unfair business practice in violation of California Business and Professions Code sections
28 17200, *et seq.*;

1 66. For restitution of the statutory benefits under section 226.7 unfairly withheld
2 from Plaintiff and class members and prejudgment interest from the day such amounts were
3 due and payable;

4 67. For the appointment of a receiver to receive, manage and distribute any and all
5 funds disgorged from Defendants and determined to have been wrongfully acquired by
6 Defendants as a result of violations of California Business & Professions Code sections
7 17200, *et seq.*;

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

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

11 70. For such other and further relief as the Court may deem equitable and
12 appropriate.
13

14 Dated: June 29, 2026

Respectfully submitted,

Capstone Law APC

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17 By: Roxanna Tabatabaee pour

Roxanna Tabatabaee pour

Ryan Tish

Alexander Wallin

19 Attorneys for Plaintiff Veronica Juarez
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EXHIBIT “1”



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February 5, 2026

VIA ONLINE SUBMISSION

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

Subject: *Veronica Juarez v. Sansum Clinic*

Dear PAGA Administrator:

This office represents Veronica Juarez in connection with her claims under the California Labor Code. Ms. Juarez was an employee of SANSUM CLINIC ("SANSUM").

The employer may be contacted directly at the address below:

SANSUM CLINIC
2200 RIVER PLAZA DRIVE 3RD FLOOR
SACRAMENTO, CA 95833

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

SANSUM employed Ms. Juarez as an hourly paid, non-exempt employee from approximately June 2021 to October 2025. Ms. Juarez worked as a Radiology Patient Service Representative for SANSUM at one of its facilities in Santa Barbara, California. During her employment, Ms. Juarez typically worked eight (8) hours or more per day and five (5) days or more per week. By the end of her employment, Ms. Juarez was compensated approximately \$25.65 per hour. Her job duties included, without limitation, scheduling patients, answering the phone and emails, checking in patients, and verifying insurance information.

SANSUM committed each of the following Labor Code violations against Ms. Juarez, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

SANSUM’s Company-Wide and Uniform Payroll and HR Practices

SANSUM CLINIC is a California corporation and is a healthcare provider offering a wide range of medical services, health and wellness resources, and patient information to support community health. Upon information and belief, SANSUM maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Sacramento, California, for all non-exempt, hourly paid employees working for SANSUM in California, including Ms. Juarez and other aggrieved employees. At all relevant times, SANSUM issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Juarez and other aggrieved employees, regardless of their location or position.

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

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

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

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

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

First, during the relevant time period, SANSUM had, and continues to have, a company-wide policy and/or practice of requiring Ms. Juarez and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts. For example, Ms. Juarez worked off-the-clock prior to clocking in for her shift and after clocking out from her shift assisting patients, such as locating a wheelchair or directing them where to go in the facility. Thus, SANSUM failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Ms. Juarez and other aggrieved employees received no compensation for this time.

Second, SANSUM had, and continues to have, a company-wide policy and/or practice of understaffing its facilities. SANSUM's uniform practice of understaffing resulted in a failure to provide Ms. Juarez and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the heavy workload and attend to patients. Because SANSUM did not employ or staff a sufficient number of employees to meet patient demand, there was no one available to relieve employees needing meal period coverage, and Ms. Juarez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, SANSUM had a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Juarez and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Juarez had her meal periods interrupted to discuss patient care and address any patient-related questions. Thus, Ms. Juarez and other aggrieved employees worked through their meal periods and/or had their meal periods interrupted in order to complete their assigned workloads.

Third, on information and belief, SANSUM's management pressured Ms. Juarez and other aggrieved employees to clock out for meal periods regardless of whether they had received a compliant meal period or not. Thus, SANSUM did not record all hours worked during meal periods, and Ms. Juarez and other aggrieved employees performed work during meal periods for which they were not paid.

SANSUM knew or should have known that as a result of these company-wide practices and/or policies, Ms. Juarez and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Juarez and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Juarez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

SANSUM's failure to pay Ms. Juarez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Juarez and other aggrieved employees are entitled to recover civil

penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SANSUM into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4-2001 as "the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act." Cal. Code Regs. Tit. 8, § 11040(2)(L) (defining "Hours Worked").

As set forth above, during the relevant time period, SANSUM had a company-wide policy and/or practice requiring Ms. Juarez and other aggrieved employees to perform work-related tasks while off-the-clock outside of their scheduled shifts, including assisting patients. SANSUM failed to track this time Ms. Juarez and other aggrieved employees spent working off-the-clock, and Ms. Juarez and other aggrieved employees received no compensation for this time.

Further, as also stated, due to SANSUM's policies and/or practices of understaffing its locations while assigning heavy workloads, and failing to adhere to a schedule for meal periods, Ms. Juarez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Additionally, as stated, SANSUM pressured Ms. Juarez and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, SANSUM systematically failed to pay Ms. Juarez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

SANSUM did not pay at least minimum wages for all hours worked by Ms. Juarez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SANSUM did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198.

Accordingly, SANSUM regularly failed to pay at least minimum wages to Ms. Juarez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198. Ms. Juarez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SANSUM into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the healthcare industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit. 8, § 11040(11)(D).

During the relevant time period, as stated, SANSUM had, and continues to have, a company-wide policy and/or practice of understaffing its facilities while assigning heavy workloads, which resulted in a lack of meal period coverage and prevented Ms. Juarez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, SANSUM had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Ms. Juarez and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Juarez and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Juarez had her meal periods interrupted to address questions regarding patient care, which would take up to 10 minutes. As another example, Ms. Juarez took her meal periods late, after the fifth hour of work, due to the heavy workload of keeping up with patient care.

Moreover, as stated, because SANSUM frowned upon employees accruing meal period premiums, SANSUM's management pressured employees to record compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by SANSUM. For example, Ms. Juarez sometimes felt pressured to clock out for her meal period before the fifth hour of her shift, even though she continued to work with a patient, in order to avoid incurring a meal period premium for taking a late meal. Ms. Juarez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, SANSUM knew or should have known that, as a result of these policies, Ms. Juarez and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. SANSUM further

knew or should have known that SANSUM did not pay Ms. Juarez and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

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

Accordingly, SANSUM failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Juarez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SANSUM into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

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

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

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

As a result of SANSUM's practices and policies, Ms. Juarez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Juarez missed her rest periods several times per week due to the lack of rest period coverage and the heavy workload.

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

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

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

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

During the relevant time period, SANSUM has knowingly and intentionally provided Ms. Juarez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SANSUM issued uniform wage statements to Ms. Juarez and other aggrieved employees that fail to correctly list: total hours worked; gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, SANSUM violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SANSUM did not record the time Ms. Juarez and other aggrieved employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), SANSUM did not list the correct amount of gross wages and net wages earned by Ms. Juarez and other aggrieved employees in

compliance with sections 226(a)(1) and 226(a)(5). For the same reason, SANSUM failed to accurately list the total number of hours worked by Ms. Juarez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

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

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

Because SANSUM failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Juarez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Juarez and other aggrieved employees have had to

look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

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

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

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

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

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

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

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

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

During the relevant time period, SANSUM, on a company-wide basis, required that Ms. Juarez and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Juarez and other aggrieved employees used their personal mobile devices to communicate with SANSUM’s management and coworkers regarding work-related issues. Although SANSUM required Ms. Juarez and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, SANSUM failed to reimburse them for this cost.

SANSUM could have provided Ms. Juarez and other aggrieved employees with actual equipment for use on the job, such as company mobile devices, or, SANSUM could have reimbursed employees for the costs of their mobile device usage. Instead, SANSUM passed these operating costs onto Ms. Juarez and other aggrieved employees.

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

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

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

SANSUM failed to provide Ms. Juarez and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). SANSUM's failure to provide Ms. Juarez and other aggrieved employees with written notice of basic information regarding their employment with SANSUM is in violation of Labor Code section 2810.5.

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

California Labor Code § 558(a)

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

Accordingly, Ms. Juarez seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Juarez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against SANSUM for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

Best Regards,


Ninel Kocharyan

Copy: SANSUM CLINIC (via U.S. Certified Mail)

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

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- ☐ Complete items 1, 2, and 3.
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Two blocks with return address must appear on the reverse

SANSUM CLINIC
2200 River Plaza Drive
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COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

2. Article Number (Transfer from service label)

9590 9402 8803 4005 5613 47

3. Service Type

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

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3rd Floor
Sacramento, CA 95833



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☒ Agent☐ Addressee

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JAIDEEP S.

C. Date of Delivery

2.9.26

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

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PROOF OF SERVICE

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

On **June 29, 2026**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Jared W. Speier
jspeier@stradlinglaw.com
Lindsay L. Bowden
lbowden@stradlinglaw.com
Jessica Dzamba
jdzamba@stradlinglaw.com
Stradling Yocca Carlson & Rauth LLP
800 Anacapa Street, Suite A
Santa Barbara, CA 93101
(805) 730-6800

*Attorneys for Defendants:
Sansum Clinic*

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.
- ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 29, 2026**, at Los Angeles, California.

Julia Urquizo

Type/Print Name

Julia Urquizo

Signature