

D.LAW, INC.

Alvin B. Lindsay (SBN 220236)

a.lindsay@d.law

William Tran (SBN 335908)

w.tran@d.law

250 N Madison Avenue, 2nd Floor

Pasadena, CA 91101

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff ELIZABETH P DONG,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ELIZABETH P DONG, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

GREEN MEADOWS HOME HEALTH
CARE, INC., a California stock corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure To Authorize And Permit Meal Periods Under Labor Code § 226.7;
4. Failure To Authorize And Permit Rest Periods Under Labor Code § 226.7;
5. Failure To Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226;
6. Violation of Labor Code § 204;
7. Violation of Labor Code § 203;
8. Illegal Wage Deductions Under Labor Code § 221;
9. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
10. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ELIZABETH P DONG (hereinafter “Plaintiff”), on behalf of herself and other
2 similarly situated non-exempt employees employed by Defendants within the state of California
3 during the relevant time period (collectively, “Employees”; individually, “Employee”), hereby files
4 this Complaint asserting class and individual claims against Defendant GREEN MEADOWS
5 HOME HEALTH CARE, INC. and DOES 1 to 50 (collectively referred to as “Defendants”).
6 Plaintiff is informed and believes, and on the basis of that information and belief, alleges as follows:

7 **INTRODUCTION**

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

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

14 3. The acts complained of herein occurred, occur and will occur, at least in part, within
15 the time period from four years preceding the filing of the original Complaint herein, up to and
16 through the time of trial for this matter (although this should not automatically be considered the
17 statute of limitations for any cause of action herein).

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

23 **PARTIES**

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

26 6. Plaintiff worked for Defendants as a Medical Supply Clerk and Medical Records
27 Clerk beginning in or around March 2024 to on or around June 25, 2025, at Defendants’ facilities
28 in the cities of Tustin and Santa Ana, located in Orange County, California.

1 7. Plaintiff seeks recovery herein from Defendants because with regard to Plaintiff,
2 while acting for Defendants in her capacity as a Medical Supply Clerk and Medical Records Clerk,
3 Defendants have:

- 4 a. Failed to pay minimum wages;
- 5 b. Failed to pay wages and overtime;
- 6 c. Failed to authorize and permit meal periods;
- 7 d. Failed to authorize and permit rest periods;
- 8 e. Failed to timely furnish accurate itemized wage statements;
- 9 f. Violated Labor Code § 204;
- 10 g. Violated Labor Code § 203;
- 11 h. Taken illegal wage deductions under Labor Code § 221;
- 12 i. Failed to reimburse necessary business expenses; and
- 13 j. Conducted unfair business practices.

14 8. Defendant GREEN MEADOWS HOME HEALTH CARE, INC. is now and at all
15 times mentioned in this Complaint was a California stock corporation, and owner and operator of
16 specialized medical centers licensed to do business and actually doing business in the State of
17 California. Furthermore, Defendant lists its principal address as 2204 E 4th Street, Santa Ana,
18 California 92705 with the California Secretary of State. Additionally, the wage statements and form
19 W-2s issued to Plaintiff list “GREEN MEADOWS HOME HEALTH CARE, INC.” as her
20 employer, with the same address as the one listed with the California Secretary of State.

21 9. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint
22 were licensed to do business and/or actually doing business in California. Plaintiff does not know
23 the true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive
24 and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil
25 Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to allege such names
26 and capacities as soon as they are ascertained.

27 10. Defendants, and each of them, are now and/or at all times mentioned in this
28 Complaint were in some manner legally responsible for the events, happenings, and circumstances

1 alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent
2 or any other person, employed or exercised control over the wages, hours, or working conditions of
3 Plaintiff and, upon information and belief, the class members.

4 11. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
5 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

6 12. Defendants, and each of them, are now and/or at all times mentioned in this
7 Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-
8 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
9 mentioned in this Complaint were acting within the course and scope of that agency, servitude,
10 and/or employment.

11 13. Defendants, and each of them, are now and/or at all times mentioned in this
12 Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise,
13 and were acting within the course and scope and in pursuance of said joint venture, partnership, and
14 common enterprise.

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

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

20 16. Defendants, and each of them, at all times mentioned in this Complaint aided and
21 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
22 causing the damages alleged in this Complaint.

23 **JURISDICTION AND VENUE**

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

26 18. The California Superior Court also has jurisdiction in this matter because both the
27 individual and aggregate monetary damages and restitution sought herein exceed the minimal
28 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

19. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff and the members of the putative Classes herein were all California citizens and Defendant GREEN MEADOWS HOME HEALTH CARE, INC is a California limited liability company. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

20. Venue is proper in Orange County under Code of Civil Procedure §§ 395(a) and 395.5, in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

SUMMARY OF CLAIMS

21. During Plaintiff's employment with Defendant as a Medical Supply Clerk, she processed and issued orders for medical supplies and durable medical equipment, and delivered supplies to Defendants' patients and provided related medical services to them and her co-workers. Plaintiff also served as Medical Records Clerk, where her duties included processing and uploading medical records and patient files, and providing medical records to doctors.

22. Plaintiff was scheduled to work five days a week, forty hours a week, with shift times generally spanning eight hours from 8:30 a.m. through 5:00 p.m. However, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours and was not paid for all her hours worked at the regular rate and at the correct overtime rates, especially during shifts under a three-day alternative workweek schedule Defendants required her to work.

23. With regard to Plaintiff and the Class Members, Defendants have committed the following violations:

a. **Failure to pay minimum wages.** Defendants' policy and practice of requiring systematic off-the-clock work flowed in part from their unlawful timekeeping procedures. Defendants required timekeeping entries to be recorded by Plaintiff and the Class Members through an ADP fingerprint scanner. Although Plaintiff recorded the actual times for when she started and ended work, Defendants' time records do not reflect those actual hours worked by Plaintiff.

1 Furthermore, managers would oftentimes make modifications and adjustments to reflect Plaintiff's
2 shift start and end times and legally compliant meal period beginning and end times. Upon
3 submission of the time entries to managers, there were no other mechanisms in place for Plaintiff
4 and the Class Members to ensure that their time records were accurate or not modified or adjusted.
5 Defendants had the capacity and systems in place to permit Defendants to pay Plaintiff and the Class
6 Members on an hourly basis as non-exempt employees and to record if and when they were taking
7 their required meal and rest breaks, but they instead underpaid Plaintiff and the Class Members
8 under their undefined and confusing compensation system.

9 Furthermore, to avoid paying overtime, Defendants' managers required Plaintiff to
10 engage in off-the-clock work, such as requiring Plaintiff and the Class Members to travel to the
11 second floor of Defendants' facility, and then wait in line for the ADP fingerprint scanner to be
12 available in order to clock in for the start of their shifts. This process took approximately 3 – 5
13 minutes. Additionally, Plaintiff was required to keep her personal cellphone on her at all times
14 during her shift to complete work-related activities such as clocking in and out on the ADP app and
15 communicating with her supervisors, co-workers, and clients. Plaintiff was also required to remain
16 on-duty after clocking out at the end of her shift to assist patients regarding their medical supplies.
17 Regardless of whether the overtime hours are "approved" or not, Defendants are required to pay
18 Employees for all hours worked, including overtime hours, at the correct overtime rates under the
19 Labor Code.

20 **b. Failure to pay wages and overtime.** Overtime hours were generally not
21 allowed, but Plaintiff and the Class Members was often compelled to work many regular and
22 overtime hours off-the-clock and without compensation. Defendants also failed to include bonuses
23 and any other additional form of remuneration Employees received in the regular rate used to
24 calculate and pay the overtime that Defendants did pay. Plaintiff was therefore not paid for all her
25 hours worked at the required minimum, overtime, and double time wage rates due to Defendants'
26 uniformly applied and unlawful policy and practice of requiring her to work off the clock and
27 without pay. Defendants systematically underpaid Plaintiff and the Class Members by failing to pay
28 them at the required overtime rates for all hours over eight in a work shift or over forty in a work

1 week, and all hours over twelve in a day at the required double time rate.

2 Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
3 present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
4 worked and failing to pay minimum wages for all time worked. Also, from at least four years prior
5 to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or
6 practice of failing to pay Employees overtime compensation at premium overtime rates for all hours
7 worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours
8 worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding
9 sections of IWC Wage Orders. To the extent Defendant paid any overtime premium wages for any
10 hours worked by Plaintiff and the Class members, they failed to begin paying it when owed due to
11 post-shift off-the-clock work, and upon information and belief, Defendants' failed to include all
12 forms of remuneration in the regular rate used to calculate and pay overtime.

13 **c. Failure to authorize and permit meal periods.** Defendants failed to provide
14 Plaintiff and the Class Members with all legally required unpaid, off-duty meal periods, in violation
15 of the applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have
16 a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods
17 or which authorized and permitted all legally required paid, off-duty rest periods to Plaintiff and the
18 Class Members.

19 Plaintiff and the Class Members were non-exempt employees who regularly worked
20 shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite
21 this, they were often required to do so without receiving a lawful and timely meal break or were
22 required to take shortened meal and rest breaks, or none at all, in order to keep up with work
23 demands and job duties and job requirements and pressure placed upon them by Defendants'
24 management and patients. More specifically, Defendants would interrupt Plaintiff and the Class
25 Members during their meal periods in order to assist Defendants' patients or to complete work tasks
26 on time. To whatever extent there was ever a schedule for meal periods, it went by the wayside
27 quickly as there always seemed to be management and work demands to attend to. This led to
28 systematically late, interrupted, shortened, missed, or on-duty meal periods. The excessive

1 workloads, management expectations, and constant patient care demands also contributed to
2 Plaintiff and the Class Members working through meal periods or not taking them or taking them
3 late so work could be accomplished or they were required to remain under Defendants' control
4 during meal periods.

5 Additionally, Plaintiff occasionally worked shifts entitling her to two meal periods but
6 as addressed above, was scheduled for, at most, only one meal period per shift. Therefore, to
7 whatever extent Plaintiff and the Class members were provided with a lawful first meal period, they
8 were not provided with a lawful second meal period as required on shifts over ten hours in duration.
9 Upon information and belief, to whatever extent Defendants attempt to rely upon alleged second
10 meal period waivers, they were either unenforceable and invalid or were otherwise not agreed to by
11 Plaintiff and the Class members.

12 Therefore, Defendants maintained policies and procedures that resulted in systematic
13 meal period violations throughout Plaintiff's employment. Defendants failed to provide Plaintiff
14 and the Class Members with all legally required off-duty, unpaid meal periods when they worked
15 shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as
16 required by the applicable Wage Order(s) and Labor Code. To the extent Defendants ever did pay
17 Plaintiff a meal period premium, they failed to do so at the correct hourly rate of compensation.
18 Upon information and belief, the other Class Members were subjected to similar unlawful policies
19 and practices and endured similar violations as Plaintiff at Defendants' hands.

20 Additionally, Defendants required Plaintiff and the Class Members to perform off-the-
21 clock work in a manner that would impact their timing and ability to take meal periods, including
22 requiring them to respond to work-related calls, inquiries, and other demands during breaks. These
23 practices resulted in further meal period violations. As a result, Defendants failed to provide all
24 legally required off-duty meal periods to Plaintiff and the Class Members and evidenced by
25 Defendants' business records, or the absence thereof.

26 For at least four years prior to the filing of this action and continuing through to the
27 present, Plaintiff and the Class Members were unable to take off duty meal breaks or were otherwise
28 not provided with the opportunity to take required breaks as required under the Labor Code and

1 Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the
2 Class Members were provided with a meal period, it was often untimely, interrupted, or
3 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
4 Additionally, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at
5 each Employee's effective regular rate of compensation for each meal period that Defendants failed
6 to provide or deficiently provided.

7 **d. Failure to authorize and permit rest periods.** Defendants failed to authorize
8 and permit Plaintiff and the Class Members to take duty-free, net ten minute rest breaks for every
9 four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class
10 Members were either not authorized permitted the opportunity to take a rest break or were required
11 to remain under Defendants' control and respond to calls and instructions from management and
12 job and patient demands if and when they even attempted to take one. Upon information and belief,
13 Defendants thus also failed to authorize and permit employees to leave the premises during rest
14 breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class Members to
15 remain under their control during required off-duty rest break times.

16 Rest breaks were not scheduled, and during Plaintiff's entire employment with
17 Defendant, Plaintiff was permitted to take her rest breaks only when an unlikely break in her work
18 demands presented an opportunity. Therefore, Plaintiff frequently had to skip out on her legally
19 entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to tackle urgent
20 work and comply with management and patient demands, despite being entitled to receive at least
21 three paid, timely, uninterrupted, and duty-free ten minute rest breaks during each of her work shifts.

22 Defendants' uniformly applied policies and practices thus resulted in untimely and
23 shortened or on-duty rest breaks if and when Plaintiff attempted to take one. Plaintiff and the Class
24 Members worked shifts of at least eight hours, which required at least two rest breaks, and
25 consistently worked shifts over ten hours, which required at least three rest breaks. Even on the
26 occasions when Defendants authorized and permitted Plaintiff to take a first rest break, she was
27 often forced to skip out on a second and/or a third break, and those that were provided were often
28 late and generally interrupted by job duties and requirements.

1 During rest periods, employers must relieve employees of all duties and relinquish
2 control over how employees spend their time. Plaintiff and the Class Members were and are under
3 Defendants' control when they are working through rest breaks and are unable to use their rest break
4 time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiff attempted
5 to take one, the rest breaks were either impermissibly shortened or untimely meal and rest breaks to
6 Plaintiff and the Class Members. Plaintiff and the Employees in the Class were thus not authorized
7 and permitted to take lawful rest periods, were systematically required by Defendants to work
8 through or during breaks, and were not provided with one hour's wages in lieu thereof. They were
9 required to remain on-duty during breaks or portions of their breaks, thus making rest breaks either
10 untimely or shortened and on-duty, and they were also prevented from leaving the premises and
11 otherwise were required to remain under Defendants' control during rest breaks under Defendants'
12 uniformly applied policies and practices. Defendants also failed to pay Employees "premium pay,"
13 i.e., one hour of wages at each Employee's effective regular rate for rest break violations.

14 **e. Failure to timely furnish accurate itemized wage statements.** Defendants have
15 consistently failed to provide Plaintiff and the Class Members with timely, accurate, and itemized
16 wage statements, in writing, as required by California wage-and-hour laws. More specifically,
17 Defendants also failed to provide Plaintiff and the Class Members with complete and accurate wage
18 statements, as those provided failed to show, among other things, the correct wages owed for time
19 worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor
20 Code § 226 provides that every employer shall furnish each of his or her employees with an accurate
21 itemized wage statement in writing showing, among other things, gross wages earned and all
22 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
23 at each hourly rate. The wage statements Defendants provided to Plaintiff and the Class Members
24 failed to list or to accurately list the wage rates or the hours worked at those rates during the pay
25 period which led to the calculated pay listed by Defendants without any further detail. In addition
26 to derivative violations, Defendants also committed facial violations of Labor Code § 226 by
27 providing wage statements to Class Members that failed to show or otherwise list and comply with
28 the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

1 Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
2 reporting total hours worked and total wages earned by Plaintiff and the Class Members, along with
3 the appropriate applicable rates, among other requirements. Defendants have also failed to comply
4 with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records
5 showing when the employee begins and ends each work period, meal periods, and wages earned
6 pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all
7 deductions from payment of wages and accurately reporting total hours worked.

8 **f. Violation of Labor Code § 204.** Defendants required Plaintiff and the Class
9 Members to work off-the-clock without proper compensation, including time worked after clocking
10 out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal
11 and rest periods. Defendants also failed to pay all overtime premium wages owed for work
12 performed during a work shift and a workweek, as alleged above. As a result, Defendants maintained
13 a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiff and
14 Class Members, in violation of California wage-and-hour laws, including Labor Code § 204.

15 **g. Violation of Labor Code § 203.** Defendants have followed a uniform and
16 consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees
17 at the time of their termination or within seventy-two (72) hours of their resignation, as required by
18 California wage-and-hour laws. In view of the above addressed violations, Defendants have also
19 failed to pay all wages owed to Plaintiff and the Class members twice monthly in accordance with
20 the requirements of Labor Code § 201-203.

21 **h. Illegal wage deductions under Labor Code § 221.** Defendants have
22 consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees'
23 earned wages, including by the above described off-the-clock work and other wage violations,
24 including requiring on-duty work during unpaid meal breaks. Defendants have consistently and
25 unlawfully collected or received wages from Employees by not compensating Plaintiff and the Class
26 Members for all hours worked, including on-duty meal periods they were required to endure under
27 Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed
28 to Plaintiff and the Class members, in violation of Labor Code § 221.

1 **i. Failure to reimburse necessary business expenses.** From at least four years
2 prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required
3 Plaintiff and the Class Members to incur necessary business expenses in the course of performing
4 their required job duties without reimbursement. These expenses included the use of personal cell
5 phones for work-related activities, such as timekeeping, and communications with management and
6 co-workers, as required by Defendant. Plaintiff also incurred expenses while working from home,
7 including use of her personal computer and home internet services. In addition, Plaintiff was not
8 reimbursed for the use of her personal vehicle to deliver medical supplies to patients. Plaintiff's
9 wage statements do not reflect reimbursements for these and other such necessary business
10 expenses. Defendants were required to reimburse Plaintiff and the Class Members for all necessary
11 work related expenditures pursuant to Labor Code § 2802, but they systematically failed to do so.

12 **j. Violation of Business & Professions Code § 17200 et seq.** Through their
13 violations of the Labor Code and other unfair, unlawful, and fraudulent practices alleged in this
14 Complaint, Defendants have obtained and enjoyed benefits at the expense of Plaintiff and the Class
15 Members. Thus, Plaintiff and the Class Members seek injunctive relief, restitution, and
16 disgorgement of all such benefits pursuant to Business and Professions Code §§ 17200-17208.

17 24. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
18 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4,
19 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5,
20 1199, and 2802, Business & Professions Code § 17200 et seq., and California Code of Regulations,
21 Title 8, section 11000 et seq.

22 25. As the employers of Employees, Defendants, and each of them, exercised control
23 over the wages, hours or working conditions of Employees, created and implemented the policies
24 and practices that governed the employment of Plaintiff and the Class Members and dictated their
25 job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee
26 Class Members to work, or engaged them, thereby creating a common law employment relationship
27 with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly
28 employed the Employee Class Members.

1 **CLASS ACTION ALLEGATIONS**

2 26. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is
3 one of a common or general interest, of many persons, or when the parties are numerous, and it is
4 impracticable to bring them all before the court, one or more may sue or defend for the benefit of
5 all.” Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

6 27. Plaintiff seeks to represent a Class (or “the Class” or “Class Members”) defined as
7 follows: “All individuals employed by Defendants at any time during the period of four (4) years
8 prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class
9 Period”), and who have been employed as non-exempt employees within the State of California.”
10 This includes those employed as Medical Supply Clerks and Medical Records Clerks, other
11 employees providing health care services, and those in similar and related positions. Further,
12 Plaintiff will seek to represent and certify the putative Classes currently composed of and defined
13 as follows:

14 a. Class 1. Minimum Wages Class. All Class members who were subjected to
15 Defendants’ policies and practices regarding the payment of minimum wages as specifically
16 described herein

17 b. Class 2. Overtime Class. All Class members who were subjected to
18 Defendants’ policies and practices regarding the payment of overtime wages as specifically
19 described herein

20 c. Class 3. Meal Period Class. All Class members who were subjected to
21 Defendants’ policies and practices regarding meal periods as specifically described herein

22 d. Class 4. Rest Period Class. All Class members who were subjected to
23 Defendants’ policies and practices regarding paid rest periods as specifically described herein.

24 e. Class 5. Wage Statement Class. All Class members who were subjected to
25 Defendants’ policies and practices regarding itemized wage statements as specifically described
26 herein.

27 f. Class 6. Failure to Timely Pay Class. All Class members who were subject to
28 Defendants’ policy and practice of not timely paying all wages earned when they were due and

payable at least twice monthly.

g. Class 7. Termination Pay Class. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

h. Class 8. Unauthorized Deductions from Wages Class. All Class members who were subjected to Defendants' policies and practices regarding wage deductions as specifically described herein.

i. Class 9. Expense Reimbursement Class. All Class members who were subjected to Defendants' policies and practices regarding business expense reimbursement as specifically described herein.

j. Class 10. UCL Class. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.'

28. **The Minimum Wage Class, Overtime Class, Meal Period Class, Rest Period Class, Wage Statement Class, Failure to Timely Pay Class, Termination Pay Class, Unauthorized Deductions from Wages Class, Expense Reimbursement Class, and UCL Class** are herein collectively referred to as the "Classes."

29. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class descriptions with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

30. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in this litigation and the proposed Class is easily ascertainable from the employment records for Plaintiff and the Class members that Defendants are required to maintain under California law.

A. Numerosity

31. The potential quantity of members of the Class as defined are so numerous that joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of

1 the members of the Classes through this class action will benefit both the parties and this Court. The
2 precise quantity of the members of the Classes is unknown to Plaintiff at this time; however, Plaintiff
3 is informed and believes that Defendants employ or, during the time period relevant to this lawsuit
4 employed, at least hundreds of Employees who satisfy the Class definitions within the State of
5 California. Plaintiff asserts that the quantity and identity of such membership is readily ascertainable
6 via inspection of Defendants' employment records.

7 **B. Commonality**

8 32. There are common question of law and fact as to the members of the Classes which
9 predominate over any questions affecting only individual members of the Classes. The common
10 questions are numerous and substantial and flow from Defendants' uniform policies and/or practices
11 of violating the California Labor Code addressed above. As such, these common questions
12 predominate over individual questions concerning each individual Class Member's showing as to
13 his or her eligibility for recovery or as to the amount of damages. These common questions of law
14 and fact include:

- 15 a. Whether Defendants failed to pay Employees minimum wages, including for all
16 hours worked;
- 17 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 18 c. Whether Defendants failed to pay Employees overtime as required under Labor
19 Code § 510;
- 20 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all
21 Employees during the relevant time period for all hours worked, whether regular
22 or overtime;
- 23 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
24 IWC Wage Orders, by failing to provide Employees with requisite meal periods
25 or premium pay in lieu thereof;
- 26 f. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
27 Orders, by failing to authorize and permit Employees to take requisite rest breaks
28 or cooldown periods or provide premium pay in lieu thereof;

- 1 g. Whether Defendants' conduct was willful;
- 2 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with
- 3 inaccurate wage statements and wage statements that omitted many of the Section
- 4 226(a) requirements.
- 5 i. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
- 6 wages earned at least twice monthly;
- 7 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 8 wages and compensation due and owing at the time of termination of
- 9 employment;
- 10 k. Whether Defendants violated Labor Code § 221;
- 11 l. Whether Defendants violated Labor Code § 2802 by failing to reimburse
- 12 necessary business expenses incurred by Employees;
- 13 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 14 n. Whether Employees are entitled to equitable relief pursuant to Business and
- 15 Professions Code § 17200 *et seq.*
- 16 o. Whether the members of the Classes are entitled to injunctive relief;
- 17 p. Whether the members of the Classes are entitled to restitution; and
- 18 q. Whether Defendants are liable for attorneys' fees and costs.
- 19 r. Whether each member of the Classes might be required to ultimately justify an
- 20 individual claim does not preclude maintenance of a class action.

21 **C. Typicality**

22 33. The claims of the named Plaintiff are typical of the claims of all members of the

23 Classes she seeks to represent because all members of the Classes sustained injuries and damages

24 arising out of and caused by Defendants' common course of conduct and uniformly applied policies

25 in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein.

26 Plaintiff's claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break

27 violations that she was required to endure are typical of those of the other members of the Classes.

28 ///

1 **D. Adequacy of Representation**

2 34. Plaintiff is an adequate representative of the Classes she seeks to represent, will fairly
3 and adequately protect the interests of the members of the Classes, has no interests antagonistic to
4 those members, and will vigorously prosecute this action through attorneys who are competent,
5 skilled, and experienced in litigating matters of this type.

6 **E. Superiority of Class Action**

7 35. The nature of this action and the nature of the laws available to Plaintiff make the
8 class action format particularly efficient and the appropriate procedural mechanism to afford relief
9 for the wrongs alleged herein. California has a strong public policy favoring the use of the class
10 action device, especially where it promotes judicial economy and access to justice.

11 36. By allowing the claims of many individuals to be resolved in a single proceeding, a
12 class action eliminates the possibility of repetitious litigation and provides a meaningful method of
13 redress for claimants whose individual damages may be too small to justify separate lawsuits. This
14 case involves large corporate Defendants and numerous individual Class members asserting
15 relatively small claims that arise from common questions of law and fact.

16 37. If each member of the Classes was required to file an individual lawsuit, Defendants
17 would gain an unconscionable advantage because Defendants would be able to exploit their vastly
18 superior financial and legal resources and overwhelm the limited resources of each individual
19 member of the Classes. Requiring each member of the Classes to pursue an individual remedy would
20 also discourage the assertion of lawful claims by members of the Classes who would be disinclined
21 to pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation
22 and permanent harm to their lives, careers, and well-being.

23 38. The proof of Defendants' common business practices and uniform factual patterns
24 experienced by the members of the Classes is representative of the Classes and will establish each
25 Class member's right to recover on the causes of action alleged herein.

26 39. Absent class treatment, the prosecution of separate actions would create a substantial
27 risk of duplicative proceedings in which individual plaintiffs would present the same or similar
28 arguments, evidence, and expert testimony. It would also result in a multiplicity of trials at enormous

1 expense both the parties and the judicial system, as well as inconsistent or varying adjudications
2 with respect to individual members of the Classes against Defendants. Moreover, it could lead to
3 incompatible standards of conduct for Defendants, and conflicting legal determinations with
4 respects to individual members of the Classes, which would, as a practical matter, be dispositive the
5 interest of the other members of the Classes who are not parties to the adjudications or which would
6 substantially impair or impede the ability of the members of the Classes to protect their interests.

7 40. Moreover, the individual claims of the members of the Classes are not sufficiently
8 large enough to warrant vigorous individual prosecution when considering all of the concomitant
9 costs and expenses attendant thereto. Courts routinely fashion methods to manage individual
10 questions when seeking to preserve efficiencies and other benefits of class actions. Nevertheless,
11 the Supreme Court of California has expressly urged trial courts to employ innovative procedural
12 tools to certify and manage class actions, consistent with their obligation to ensure that such actions
13 remain fair, efficient, and manageable.

14 **CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES**

17 **(On Behalf of the Minimum Wage Class)**

18 **(Against All Defendants)**

19 41. Plaintiff incorporates by reference and realleges each and every one of the allegations
20 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

21 42. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in
22 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
23 the rate of no less than one and one-half times the regular rate of pay for any employee.”

24 43. Labor Code § 1182.12 provides the statewide minimum wage in California.

25 44. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a lesser
26 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
27 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
28 amount of this minimum wage or overtime compensation, including interest thereon, reasonable

1 attorney's fees, and costs of suit."

2 45. Further, under Labor Code § 1197, payment of less than the minimum wage fixed by
3 the Labor Commission is unlawful.

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

6 47. Under the IWC Wage Order(s), Defendants are required to pay the members of the
7 Minimum Wage Class for all hours worked, meaning the time during which an employee is subject
8 to the control of an employer, including all the time the employee is suffered or permitted to work,
9 whether or not required to do so.

10 48. Defendants, as a matter of established company policy and procedures, and at each
11 and every facility owned and/or operated by Defendants, consistently administered uniform
12 company-wide pay policies and practices applicable to the members of the Minimum Wage Class,
13 including, but not limited to, the following:

- 14 a. Requiring the members of the Minimum Wage Class to engage in off-the-clock
15 work before being allowed to clock in for the start of their shifts;
- 16 b. Requiring the members of the Minimum Wage Class to engage in off-the-clock
17 work-related tasks after clocking out for the end of their shifts; and
- 18 c. Using their personal mobile devices for work-related tasks, including before
19 and/or after their shifts, and/or in the evenings and/or on weekends.

20 49. As such, Defendants scheduled to work and/or required the members of the
21 Minimum Wage Class to work without paying for all time they were under Defendants' control.
22 Because Defendants required the members of the Wage Class to remain under Defendants' control
23 without paying therefore, this resulted in the members of the Wage Class earning less than the legal
24 minimum wage in the State of California.

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

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

7 52. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
8 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
9 Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and
10 interest thereon.

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

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

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

18 **SECOND CAUSE OF ACTION**
19 **FAILURE TO PAY OVERTIME WAGES**
20 **(On Behalf of the Overtime Class)**
21 **(Against All Defendants)**

22 56. Plaintiff incorporates by reference and realleges each and every one of the allegations
23 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

24 57. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
25 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
26 the rate of no less than one and one-half times the regular rate of pay for any employee."

27 58. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for a lesser
28 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation

1 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
2 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
3 attorney's fees, and costs of suit."

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

6 60. Labor Code § 511(a) states in pertinent part: "Upon the proposal of an employer, the
7 employees of an employer may adopt a regularly scheduled alternative workweek that authorizes
8 work by the affected employees for no longer than 10 hours per day within a 40-hour workweek
9 without the payment to the affected employees of an overtime rate of compensation pursuant to this
10 section. A proposal to adopt an alternative workweek schedule shall be deemed adopted only if it
11 receives approval in a secret ballot election by at least two-thirds of affected employees in a readily
12 identifiable work unit. The regularly scheduled alternative workweek proposed by an employer for
13 adoption by employees may be a single work schedule that would become the standard schedule for
14 workers in the work unit, or a menu of work schedule options, from which each employee in the
15 unit would be entitled to choose."

16 61. Labor Code § 511(b) states in pertinent part: "An affected employee working longer
17 than eight hours but not more than 12 hours in a day pursuant to an alternative workweek schedule
18 adopted pursuant to this section shall be paid an overtime rate of compensation of no less than one
19 and one-half times the regular rate of pay of the employee for any work in excess of the regularly
20 scheduled hours established by the alternative workweek agreement and for any work in excess of
21 40 hours per week. An overtime rate of compensation of no less than double the regular rate of pay
22 of the employee shall be paid for any work in excess of 12 hours per day and for any work in excess
23 of eight hours on those days worked beyond the regularly scheduled workdays established by the
24 alternative workweek agreement."

25 62. Labor Code § 511(e) states: "The results of any election conducted pursuant to this
26 section shall be reported by an employer to the Division of Labor Standards Enforcement within 30
27 days after the results are final."

28 ///

1 63. The applicable IWC Wage Order § 4(C)(2) states in pertinent part: “An employer
2 shall provide that disclosure in a non-English language, as well as in English, if at least five (5)
3 percent of the affected employees primarily speak that non-English language.”

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

- 6 a. Administered a uniform company policy and practice as to the pay policies
7 regarding Plaintiff and the members of the Overtime Class;
- 8 b. Scheduled to work and in fact required Plaintiff and the members of the Overtime
9 Class to work in excess of eight hours per workday and/or in excess of 40 hours
10 per workweek without paying overtime compensation for all hours they were
11 under Defendants’ control;
- 12 c. Paid the Overtime Class various additional forms of non-discretionary
13 remuneration, including, but not limited to, bonuses; and yet
- 14 d. Failed to pay the Plaintiff and the members of the Overtime Class at the legal rate
15 reflecting all applicable forms of remuneration for all overtime hours worked as
16 required by law.

17 65. Defendants’ pattern, practice, and uniform administration of corporate policy
18 regarding illegal employee compensation as described herein is unlawful and creates an entitlement,
19 under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of the Overtime
20 Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

21 66. That calculation of individual damages for the members of the Overtime Class may
22 at some point be required does not foreclose the possibility of taking common evidence on questions
23 regarding their entitlement to overtime compensation.

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

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

28 ///

THIRD CAUSE OF ACTION
FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS
(On Behalf of the Meal Period Class)
(Against All Defendants)

69. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

71. Labor Code § 512 provides that “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.”

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

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

///

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

5 75. On one or more occasions, the members of the Meal Period Class worked over five
6 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes
7 prior to exceeding five hours of employment. Further, on one or more occasions, some members of
8 the Meal Period Class worked over 10 hours per shift and therefore were entitled to an uninterrupted
9 second meal period of not less than 30 minutes prior to exceeding 10 hours of employment. The
10 members of the Meal Period Class did not validly or legally waive their meal periods, by mutual
11 consent with Defendants or otherwise. Additionally, the members of the Meal Period Class did not
12 enter into any written agreement with Defendants agreeing to an on-duty paid meal period.

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

17 77. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which
18 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance
19 with a state law, including, but not limited to, an applicable statute or applicable regulation, standard,
20 or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards
21 Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one
22 additional hour of pay at the employee's regular rate of compensation for each workday that the
23 meal or rest or recovery period is not provided.,” Plaintiff and the members of the Meal Period Class
24 are entitled to damages in an amount equal to one (1) additional hour of pay at each employee’s
25 regular rate of compensation for each work day that the meal period was not provided, in a sum to
26 be proven at trial.

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

FOURTH CAUSE OF ACTION
FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
(On Behalf of the Rest Period Class)
(Against All Defendants)

79. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

82. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

83. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269, the California Supreme Court held that “during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.” The court further noted that employees must be free to “[take a] brief walk,” or “take care of other personal matters...” (*Id.* at p. 270.)

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

1 85. The members of the Rest Period Class sometimes worked over four hours per shift.
2 Further, the members of the Rest Period Class sometimes worked over six hours per shift and in
3 some cases over 10 hours per shift.

4 86. The members of the Rest Period Class are entitled to a rest period of not less than 10
5 minutes for every four hours of work or major fraction thereof.

6 87. As a matter of Defendants' established company policy, Defendants failed to always
7 authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest
8 periods for shifts every four hours or major fraction thereof, failed to relinquish control over how
9 employees spent their break time, required the members of the Rest Period Class to carry personal
10 cellphones, prevented the members of the Rest Period Class from taking uninterrupted rest periods,
11 exerted coercion against the taking of legally protected breaks, and/or forbid members of the Rest
12 Period Class from leaving Defendants' facilities.

13 88. Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) instructs that "if
14 an employer fails to provide an employee a meal or rest period in accordance with an applicable
15 order of the Industrial Welfare Commission, the employer shall pay the employee one additional
16 hour of pay at the employee's regular rate of compensation for each work day that the meal or rest
17 period is not provided," the members of the Rest Period Class are entitled to damages in an amount
18 equal to one (1) additional hour of pay at each employee's regular rate of compensation for each
19 work day that one or more rest periods were not so provided.

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

22 ///

23 ///

24 ///

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

90. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

92. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

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

94. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable

1 hourly rates in effect during each respective pay period and the corresponding number of hours
2 worked at each hourly rate by each respective individual.

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

5 96. As a result of this failure to pay wages and as a pattern and practice in violation of
6 Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and intentionally
7 failed to furnish accurate wage statements to the members of the Wage Statement Class, including,
8 but not limited to, failing to provide the beginning and ending of each work period, meal period
9 interval, total daily hours worked, total hours worked per pay period, and the applicable rates of pay.

10 97. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
11 employee suffers injury if the employer fails to provide accurate and complete information as
12 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
13 promptly and easily ascertain requisite information without reference to other documents or
14 information. Here, the members of Wage Statement Class suffered injury because, due to
15 Defendants' failure to pay all wages due and owing, Defendants failed to provide accurate and
16 complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9).

17 98. In addition, the members of the Wage Statement Class have suffered injury as a result
18 of Defendants' failure to maintain accurate records for the members of the Wage Statement Class
19 in that the members of the Wage Statement Class were not timely provided written accurate itemized
20 statements showing all requisite information, including but not limited to total hours worked by the
21 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
23 the IWC Wage Orders § 7(A), such that the members of the Wage Statement Class were misled by
24 Defendants as to the correct information regarding various items, including but not limited to total
25 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the
26 pay period and the corresponding number of hours worked at each hourly rate.

27 99. The actual injuries suffered by the members of the Wage Statement Class as a result
28 of Defendants' knowing and intentional failure to provide accurate records for the members of the

Wage Statement Class include but are not limited to:

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

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

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

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

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 204

(On Behalf of the Failure to Timely Pay Class)

(Against All Defendants)

103. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

104. Labor Code § 204 instructs that: "All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance

1 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
2 of any calendar month shall be paid for between the 16th and the 26th day of the month during
3 which the labor was performed, and labor performed between the 16th and the last day, inclusive,
4 of any calendar month, shall be paid for between the 1st and 10th day of the following month.”
5 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
6 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
7 following the close of the payroll period.”

8 105. As detailed above, Defendants maintained a consistently applied policy and practice
9 of not paying the members of the Failure to Timely Pay Class all wages earned between the 1st and
10 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the
11 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore,
12 Defendants similarly failed to pay all wages earned by not more than seven calendar days following
13 the close of the payroll period pursuant to Labor Code § 204(d).

14 106. Defendants had a consistent and uniform policy, practice, and procedure of failing to
15 comply with Labor Code § 204 with regard to Plaintiff and the members of the Failure to Timely
16 Pay Class. Thus Plaintiff and the members of the Failure to Timely Pay Class are entitled to recovery
17 under Labor Code §§ 204 and/or 210.

18 **SEVENTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 203**
20 **(On Behalf of the Termination Pay Class)**
21 **(Against All Defendants)**

22 107. Plaintiff incorporates by reference and realleges each and every one of the allegations
23 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

24 108. Labor Code § 203 provides that if an employer willfully fails to pay, without
25 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee
26 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to
27 30 days from the due date thereof, until paid or until an action therefor is commenced.

28 ///

109. The members of the Termination Pay Class are no longer employed by Defendants as they were either fired from or quit Defendants' employ.

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

111. As set forth above, Defendants willfully failed to pay the members of the Termination Pay Class their entire wages due and owing at the time of their termination or within seventy-two hours of their resignation and failed to pay those sums for up to 30 days thereafter.

112. Defendants' willful failure to pay wages to the members of the Termination Pay Class violates Labor Code § 203 because Defendants knew or should have known wages were due to the members of the Termination Pay Class, as set forth above, but Defendants failed to pay them.

113. Thus, the members of the Termination Pay Class are entitled to recovery under Labor Code § 203.

EIGHTH CAUSE OF ACTION

ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221

(On Behalf of the Unauthorized Deduction Class)

(Against All Defendants)

114. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

115. Labor Code § 221 states “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

116. As a matter of Defendants' established company policy, Defendants willfully and intentionally made deductions from the wages of the members of the Unauthorized Deduction Class during the appropriate time period, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by Employees, and by failing to pay and miscalculating overtime resulting in underpaying overtime by not including bonuses in the calculation, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by

1 the members of the Unauthorized Deduction Class, as addressed in detail above. Additionally,
2 Defendants operated under unlawful alternative workweek schedules that systematically failed to
3 pay overtime hours and to pay them at the correct overtime rates.

4 117. By not compensating Employees for all hours worked, and by failing to compensate
5 them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages
6 earned in violation of Labor Code § 221.

7 118. As a direct and proximate result of Defendants' improper wage deductions, the
8 members of the Unauthorized Deduction Class have been damaged in an amount according to proof
9 at the time of trial.

10 119. The members of the Unauthorized Deduction Class seek reimbursement of such
11 illegal wage deductions. Further, the members of the Unauthorized Deduction Class are entitled to
12 recover from Defendants the full amount of all illegal wage deductions, plus penalties, interest,
13 reasonable attorneys' fees and costs of suit.

14 **NINTH CAUSE OF ACTION**

15 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

16 **(On Behalf of the Expense Reimbursement Class)**

17 **(Against All Defendants)**

18 120. Plaintiff incorporates by reference and realleges each and every one of the allegations
19 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

23 122. Labor Code § 2804 states in pertinent part, "Any contract or agreement, express or
24 implied, made by any employee to waive the benefits of this article or any part thereof is null and
25 void, and this article shall not deprive any employee or his personal representative of any right or
26 remedy to which he is entitled under the laws of this State."

27 123. As a matter of Defendants' established company policy, Defendants required the
28 members of the Expense Reimbursement Class to personally incur necessary expenditures in direct

1 consequence of the discharge of their duties, including but not limited to the use of personal mobile
2 devices, personal computers and home internet services, and personal vehicles for work-related
3 activities. Defendants are legally required to reimburse the members of the Expense Reimbursement
4 Class for all necessary expenditures.

5 124. Defendants failed to fully and reasonably reimburse the members of the Expense
6 Reimbursement Class for all necessary expenditures, including but not limited to the
7 aforementioned expenditures.

8 125. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the
9 members of the Expense Reimbursement Class have been damaged and are entitled to recovery
10 from Defendants of the unpaid balance for all necessary expenditures, including but not limited to
11 the aforementioned expenditures, in an amount according to proof at the time of trial.

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

15 127. Under Labor Code § 2802(c), the members of the Reimbursements Class request that
16 the Court award reasonable attorneys' fees and costs incurred by them in this action.

17 **TENTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

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

20 **(Against All Defendants)**

21 128. Plaintiff incorporates by reference and realleges each and every one of the allegations
22 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

23 129. Business & Professions Code § 17200 provides, in pertinent part, "unfair competition
24 shall mean and include any unlawful, unfair or fraudulent business act." Defendants have engaged
25 in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions
26 Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint,
27 thereby depriving the members of the UCL Class of the minimum working standards and conditions
28 due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

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

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

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

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

134. Plaintiff has suffered injury in fact and has lost money or property as a result of such unfair competition.

135. Plaintiff seeks full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the unfair practices complained of herein. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ, and utilize the employment practices outlined in the preceding paragraphs.

136. Therefore, Plaintiff requests that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiff seeks the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For the Court to issue an Order certifying the Classes herein, appointing the named Plaintiff as representative of all others similarly situated, and appointing all law firms representing all named Plaintiffs as counsel for the members of the Classes;

2. As to the First Cause of Action for Failure to pay minimum wages: For recovery of compensatory damages for all unpaid minimum wages due and owing at the appropriate rate for all work performed; and liquidated damages as authorized by Labor Code § 1194.2(a), from at least four (4) years prior to the filing of this action, according to proof;

3. As to the Second Cause of Action for Failure to pay wages and overtime: For recovery of compensatory damages of all unpaid overtime and double-time due and owing at the appropriate rates for all worked performed from at least four (4) years prior to the filing of this action, according to proof;

4. As to the Third Cause of Action for Failure to authorize and permit meal periods: For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

5. As to the Fourth Cause of Action for Failure to authorize and permit rest periods: For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

6. As to the Fifth Cause of Action for Failure to timely furnish accurate itemized wage statements: For recovery of statutory penalties as authorized by Labor Code § 226(e);

7. As to the Sixth Cause of Action for Violation of Labor Code § 204: For recovery of statutory damages as authorized by Labor Code §§ 204 and/or 210;

8. As to the Seventh Cause of Action for Violation of Labor Code § 203: For recovery of waiting time penalties for all former Employees of the Termination Class as authorized by Labor Code § 203;

9. As to the Eighth Cause of Action for Illegal wage deductions under Labor Code § 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable penalties under Labor Code § 225.5;

10. As to the Ninth Cause of Action for Failure to reimburse necessary business expenses: For restitution of the unpaid balance for all necessary expenditures and losses incurred in

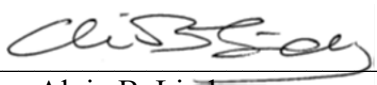
1 direct consequence of the discharge of Defendants' duties; and interest thereon at the same rate as
2 judgments in civil actions, accruing from the date on which each member of the Reimbursements
3 Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

4 11. As to the Tenth Cause of Action for Violation of Business & Professions Code §
5 17200 et seq.: For an accounting, under administration of Plaintiff and/or the receiver and subject
6 to Court review, to determine the amount to be returned by Defendants, and the amounts to be
7 refunded to members of the Classes who are owed monies by Defendants; an order requiring
8 Defendants to identify each of the members of the Classes by name, home address, home telephone
9 number and, if available, email address; an order requiring Defendants to make full restitution and
10 payment under California law; an order for a preliminary and/or permanent injunction prohibiting
11 Defendants from engaging in the acts complained of herein; the creation of an administrative process
12 wherein each injured member of the Classes may submit a claim in order to receive his/her money;
13 and all other appropriate injunctive, declaratory and equitable relief;

14 12. As to All Causes of Action: For an award of reasonable attorneys' fees and costs
15 incurred; pre-judgment and post-judgment interest, and such other and further relief as this Court
16 may deem just and proper.

17
18 DATED: February 18, 2026

D.LAW, INC.

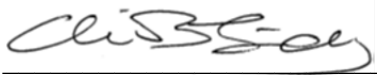
19
20 By 
21 Alvin B. Lindsay
22 William Tran
23 Attorneys for Plaintiff
24 ELIZABETH P DONG and all
25 others similarly situated
26
27
28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff ELIZABETH P DONG hereby demands trial of her claims by jury to the extent
3 authorized by law.

4
5 DATED: February 18, 2026

D.LAW, INC.

6
7 By 
8 Alvin B. Lindsay
9 William Tran
10 Attorneys for Plaintiff
11 ELIZABETH P DONG and all
12 others similarly situated
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28