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on behalf of herself and others similarly situated

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

CHARLENE ROBERTS-ORTEGA, an  
individual, on behalf of herself and others  
similarly situated,

Plaintiff,

vs.

MONTEREY PENINSULA SURGERY  
CENTER, LLC, a California limited liability  
company; and DOES 1 through 50, inclusive,

Defendants.

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Monterey  
**04/20/2026 at 04:28:30 PM**  
By: Enrol Rimando, Deputy Clerk

Case No.: 26CV000733

**CLASS ACTION**

Assigned for All Purposes To:

Hon. Ian A. Rivamonte

Dept.: 14

**FIRST AMENDED 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. Illegal Wage Deductions Under Labor Code § 221;
8. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
9. Violation of Business & Professions Code § 17200 *et seq.*; and
10. Penalties Under PAGA Labor Code § 2698

**DEMAND FOR JURY TRIAL**

Complaint Filed: February 13, 2026  
Trial Date: none set

1 Plaintiff CHARLENE ROBERTS-ORTEGA (hereinafter “Plaintiff”), on behalf of herself  
2 and other similarly situated non-exempt employees employed by Defendants within the state of  
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),  
4 hereby files this Complaint asserting class and individual claims against Defendant MONTEREY  
5 PENINSULA SURGERY CENTER, LLC and DOES 1 to 50 (collectively referred to as  
6 “Defendants”). Plaintiff is informed and believes, and on the basis of that information and belief,  
7 alleges as follows:

### 8 **INTRODUCTION**

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

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

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

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

### 24 **PARTIES**

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

27 6. Beginning in or around March 2019 and continuing through the present, Plaintiff has  
28 been employed by Defendants in the capacities of Surgical Technician, Materials Manager, and

1 Lead Surgical Technician. During Plaintiff's employment, she worked at different facilities owned  
2 and operated by Defendants in the cities of Capitola, Salinas, and Monterey, which are all located  
3 in Monterey County, California.

4 7. Plaintiff seeks recovery herein from Defendants because with regard to Plaintiff,  
5 while acting for Defendants in her capacity as a surgical technician and materials manager,  
6 Defendants have:

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

16 8. Defendant MONTEREY PENINSULA SURGERY CENTER, LLC ("MPSC") is  
17 now and at all times mentioned in this Complaint was a California limited liability company, and  
18 owner and operator of specialized medical centers licensed to do business and actually doing  
19 business in the State of California. Furthermore, Defendant lists its principal address as 966 Cass  
20 Street, Suite 150, Monterey, CA 93940 with the California Secretary of State. Additionally, the  
21 wage statements and form W-2s issued to Plaintiff list "MONTEREY PENINSULA SURGERY  
22 CENTER, LLC" as her employer, with the same address as the one listed with the California  
23 Secretary of State.

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

1 and capacities as soon as they are ascertained.

2           10. Defendants, and each of them, are now and/or at all times mentioned in this  
3 Complaint were in some manner legally responsible for the events, happenings, and circumstances  
4 alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent  
5 or any other person, employed or exercised control over the wages, hours, or working conditions of  
6 Plaintiff and, upon information and belief, the class members.

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

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

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

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

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

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

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1 **JURISDICTION AND VENUE**

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

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

7 19. The California Superior Court also has jurisdiction in this matter because during their  
8 employment with Defendants, Plaintiff and the members of the putative Classes herein were all  
9 California citizens and Defendant MONTEREY PENINSULA SURGERY CENTER, LLC is a  
10 California limited liability company. Further, there is no federal question at issue, as the issues herein  
11 are based solely on California statutes and law.

12 20. Venue is proper in Monterey County under Code of Civil Procedure §§ 395(a) and  
13 395.5, in that liability arose there because at least some of the transactions that are the subject matter  
14 of this Complaint occurred therein and/or each Defendant either is found, maintains offices,  
15 transacts business, and/or has an agent therein.

16 **SUMMARY OF CLAIMS**

17 21. During Plaintiff's employment with Defendant, she worked as a Surgical Technician,  
18 where she prepared operating rooms, sterilized and arranged surgical equipment, and assisted  
19 physicians during surgeries. Plaintiff also served as a Materials Manager, where her duties included  
20 entering daily charges, ordering medical supplies, and completing end-of-the-month paperwork and  
21 invoices. Additionally, Plaintiff served as Lead Surgical Technician, where she trained other  
22 surgical technicians and assisted in surgeries.

23 22. Plaintiff was generally scheduled work alternating weeks. Plaintiff was scheduled to  
24 work five days a week, forty hours a week, with shift times generally spanning eight hours from  
25 7:00 a.m. through 3:30 p.m. However, Plaintiff was required by Defendants to endure substantial  
26 off-the-clock work before and after her scheduled shift hours and was not paid for all her hours  
27 worked at the regular rate and at the correct overtime rates, especially during shifts under a three-  
28 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 inputted by Plaintiff and the Class Members through the Paycom app on their phones. 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. Furthermore, managers would oftentimes make modifications and adjustments to reflect Plaintiff's shift start and end times and legally compliant meal period beginning and end times. Upon submission of the time entries to managers, there were no other mechanisms in place for Plaintiff and the Class Members to ensure that their time records were accurate or not modified or adjusted. Defendants had the capacity and systems in place to permit Defendants to pay Plaintiff and the Class Members on an hourly basis as non-exempt employees and to record if and when they were taking their required meal and rest breaks, but they instead underpaid Plaintiff and the Class Members under their undefined and confusing compensation system.

Additionally, Defendants instructed Plaintiff and the Class Members to input into the timekeeping system that they took a full half-hour for a meal period and did so before the fifth hour of work as required under the Labor Code and Wage Orders. Although the Class Members' work demands oftentimes prevented them from taking a full 30-minute meal break, Defendants instructed them to record compliant meal breaks regardless of whether the meal breaks were timely, taken in full, or interrupted by management demands and other work requirements. Defendants further imposed automatic 30-minute deductions from Class Members' shifts to reflect that compliant meal breaks taken.

Furthermore, to avoid paying overtime, Defendants' managers required Plaintiff to engage in off-the-clock work, including keeping her personal cellphone on her at all times during her shift to complete work-related activities such as clocking in and out on the Paycom app, communicating with her supervisors, co-workers, and clients, and checking work schedules. Plaintiff was also required to remain on-duty after clocking out at the end of her shift to assist co-

workers and third-party providers. Moreover, Moreover, on at least a monthly basis, Defendants required Plaintiff to perform work on her days off to complete end-of-month reports. Regardless of whether the overtime hours are “approved” or not, Defendants are required to pay Employees for all hours worked, including overtime hours, at the correct overtime rates under the Labor Code.

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

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

**c. Failure to authorize and permit meal periods.** Defendants failed to provide Plaintiff and the Class Members with all legally required unpaid, off-duty meal periods and all legally required paid, off-duty rest periods, in violation of the applicable Wage Orders and the Labor

1 Code. At all relevant times, Defendants did not have a policy or practice which provided or recorded  
2 all the legally required unpaid, off-duty meal periods or which authorized and permitted all legally  
3 required paid, off-duty rest periods to Plaintiff and the Class Members.

4 Plaintiff and the Class Members were non-exempt employees who regularly worked  
5 shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite  
6 this, they were often required to do so without receiving a lawful and timely meal break or were  
7 required to take shortened meal and rest breaks, or none at all, in order to keep up with work  
8 demands and job duties and job requirements and pressure placed upon them by Defendants'  
9 management and patients. More specifically, Defendants either instructed Plaintiff and the Class  
10 Members to record compliant meal period when they did not take such meal breaks, or Defendants  
11 themselves would modify time records to reflect compliant meal periods, thereby further concealing  
12 these violations. To whatever extent there was ever a schedule for meal periods, it went by the  
13 wayside quickly as there always seemed to be management and work demands to attend to. This led  
14 to systematically late meal, interrupted, shortened, missed, or on-duty meal periods. The excessive  
15 workloads, management expectations, and constant patient care demands also contributed to  
16 Plaintiff and the Class Members working through meal periods or not taking them or taking them  
17 late so work could be accomplished or they were required to remain under Defendants' control  
18 during meal periods.

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

26 Therefore, meal period violations systematically occurred ongoing throughout all of  
27 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty  
28 payment. To the extent Defendants ever did pay Plaintiff a meal period premium for any of these

1 violations, upon information and belief they failed to do so at the correct hourly rate. Upon  
2 information and belief, the other Class Members were subjected to similar unlawful policies and  
3 practices and endured similar violations as Plaintiff at Defendants' hands.

4 Defendants thus failed to provide Plaintiff and the Class Members with all legally  
5 required off-duty, unpaid meal periods, as required by the applicable Wage Order(s) and Labor  
6 Code. Plaintiff and the Class Members were required work for more than five hours during a shift  
7 without receiving compliant meal periods. In addition, Defendants required Plaintiff and the Class  
8 Members to perform off-the-clock work in a manner that would impact their timing and ability to  
9 take meal periods, including requiring them to respond to work-related calls, inquiries, and other  
10 demands during breaks. These practices resulted in further meal period violations. As a result,  
11 Defendants failed to provide all legally required off-duty meal periods to Plaintiff and the Class  
12 Members and evidenced by Defendants' business records, or the absence thereof.

13 Therefore, for at least four years prior to the filing of this action and through to the  
14 present, Plaintiff and the Class Members were unable to take off duty meal breaks or were otherwise  
15 not provided with the opportunity to take required breaks as required under the Labor Code and  
16 Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the  
17 Class Members were provided with a meal period, it was often untimely, interrupted, or  
18 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.  
19 Additionally, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at  
20 each Employee's effective regular rate of compensation for each meal period that Defendants failed  
21 to provide or deficiently provided.

22 **d. Failure to authorize and permit rest periods.** Defendants failed to authorize  
23 and permit Plaintiff and the Class Members to take duty-free, net ten minute rest breaks for every  
24 four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class  
25 Members were either not authorized permitted the opportunity to take a rest break or were required  
26 to remain under Defendants' control and respond to calls and instructions from management and  
27 job and patient demands if and when they even attempted to take one. Upon information and belief,  
28 Defendants thus also failed to authorize and permit employees to leave the premises during rest

1 breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class Members to  
2 remain under their control during required off-duty rest break times.

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

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

16 During rest periods, employers must relieve employees of all duties and relinquish  
17 control over how employees spend their time. Plaintiff and the Class Members were and are under  
18 Defendants' control when they are working through rest breaks and are unable to use their rest break  
19 time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiff attempted  
20 to take one, the rest breaks were either impermissibly shortened or untimely meal and rest breaks to  
21 Plaintiff and the Class Members. Plaintiff and the Employees in the Class were thus not authorized  
22 and permitted to take lawful rest periods, were systematically required by Defendants to work  
23 through or during breaks, and were not provided with one hour's wages in lieu thereof. They were  
24 required to remain on-duty during breaks or portions of their breaks, thus making rest breaks either  
25 untimely or shortened and on-duty, and they were also prevented from leaving the premises and  
26 otherwise were required to remain under Defendants' control during rest breaks under Defendants'  
27 uniformly applied policies and practices. Defendants also failed to pay Employees "premium pay,"  
28 i.e., one hour of wages at each Employee's effective regular rate of compensation for each rest break

1 that Defendants failed to provide or deficiently provided.

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

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

24           **f. Violation of Labor Code § 204.** Defendants required Plaintiff and the Class  
25 Members to work off-the-clock without proper compensation, including time worked after clocking  
26 out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal  
27 and rest periods. Defendants also failed to pay all overtime premium wages owed for work  
28 performed during a work shift and a workweek, as alleged above. As a result, Defendants maintained

1 a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiff and  
2 Class Members, in violation of California wage-and-hour laws, including Labor Code § 204.

3 **g. Illegal wage deductions under Labor Code § 221.** Defendants have  
4 consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees'  
5 earned wages, including by the above described off-the-clock work and other wage violations,  
6 including requiring on-duty work during unpaid meal breaks. Defendants have consistently and  
7 unlawfully collected or received wages from Employees by not compensating Plaintiff and the Class  
8 Members for all hours worked, including on-duty meal periods they were required to endure under  
9 Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed  
10 to Plaintiff and the Class members, in violation of Labor Code § 221.

11 **h. Failure to reimburse necessary business expenses.** From at least four years  
12 prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required  
13 Plaintiff and the Class Members to incur necessary business expenses in the course of performing  
14 their required job duties without reimbursement. These included personal cell phone related  
15 expenses Plaintiff and her co-workers incurred for timekeeping and scheduling and correspondence  
16 with managers, patients and co-workers regarding as required by Defendants. Also, Plaintiff  
17 incurred personal internet expenses when working from home. Plaintiff's pay stubs fail to reflect  
18 any reimbursements for these and other such necessary business expenses. Plaintiff and the Class  
19 Members must be reimbursed for these necessary business expenses under Labor Code § 2802 and  
20 Defendants systematically failed to do so.

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

26 24. In light of the foregoing, Plaintiff and the Employees in the Class bring this action  
27 pursuant to, *inter alia*, Labor Code §§ 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510,  
28 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, and

1 2802, Business & Professions Code § 17200 *et seq.*, and California Code of Regulations, Title 8,  
2 section 11000 *et seq.*

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

10 **CLASS ACTION ALLEGATIONS**

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

15 27. Plaintiff seeks to represent a Class (or “the Class” or “Class Members”) defined as  
16 follows: “All individuals employed by Defendants at any time during the period of four (4) years  
17 prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class  
18 Period”), and who have been employed as non-exempt employees within the State of California.”  
19 This includes those employed as Surgical Technicians, Materials Managers, health care services  
20 providers, and in similar and related positions. Further, Plaintiff will seek to represent and certify  
21 the putative Classes currently composed of and defined as follows:

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

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

28 ///

1 c. Class 3. Meal Period Class. All Class members who were subjected to  
2 Defendants' policies and practices regarding meal periods as specifically described herein

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

5 e. Class 5. Wage Statement Class. All Class members who were subjected to  
6 Defendants' policies and practices regarding itemized wage statements as specifically described  
7 herein.

8 f. Class 6. Failure to Timely Pay Class. All Class members who were subject to  
9 Defendants' policy and practice of not timely paying all wages earned when they were due and  
10 payable at least twice monthly.

11 g. Class 7. Unauthorized Deductions from Wages Class. All Class members who  
12 were subjected to Defendants' policies and practices regarding wage deductions as specifically  
13 described herein.

14 h. Class 8. Expense Reimbursement Class. All Class members who were  
15 subjected to Defendants' policies and practices regarding business expense reimbursement as  
16 specifically described herein.

17 i. Class 9. UCL Class. All Class members who are owed restitution as a result  
18 of Defendants' business acts and practices, to the extent such acts and practices are found to be  
19 unlawful, deceptive, and/or unfair.

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

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

28 ///

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

5           **A. Numerosity**

6           31.     The potential quantity of members of the Class as defined are so numerous that  
7 joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of  
8 the members of the Classes through this class action will benefit both the parties and this Court. The  
9 precise quantity of the members of the Classes is unknown to Plaintiff at this time; however, Plaintiff  
10 is informed and believes that Defendants employ or, during the time period relevant to this lawsuit  
11 employed, at least hundreds of Employees who satisfy the Class definitions within the State of  
12 California. Plaintiff asserts that the quantity and identity of such membership is readily ascertainable  
13 via inspection of Defendants' employment records.

14           **B. Commonality**

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

- 22                   a. Whether Defendants failed to pay Employees minimum wages, including for all  
23                   hours worked;
- 24                   b. Whether Defendants failed to pay Employees wages for all hours worked;
- 25                   c. Whether Defendants failed to pay Employees overtime as required under Labor  
26                   Code § 510;
- 27                   d. Whether Defendants violated Labor Code § 1194 by failing to compensate all  
28                   Employees during the relevant time period for all hours worked, whether regular

1 or overtime;

- 2 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable  
3 IWC Wage Orders, by failing to provide Employees with requisite meal periods  
4 or premium pay in lieu thereof;
- 5 f. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage  
6 Orders, by failing to authorize and permit Employees to take requisite rest breaks  
7 or cooldown periods or provide premium pay in lieu thereof;
- 8 g. Whether Defendants' conduct was willful;
- 9 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with  
10 inaccurate wage statements and wage statements that omitted many of the Section  
11 226(a) requirements.
- 12 i. Whether Defendants violated Labor Code § 204 by failing to pay Employees all  
13 wages earned at least twice monthly;
- 14 j. Whether Defendants violated Labor Code § 221;
- 15 k. Whether Defendants violated Labor Code § 2802 by failing to reimburse  
16 necessary business expenses incurred by Employees;
- 17 l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 18 m. Whether Employees are entitled to equitable relief pursuant to Business and  
19 Professions Code § 17200 *et seq.*
- 20 n. Whether the members of the Classes are entitled to injunctive relief;
- 21 o. Whether the members of the Classes are entitled to restitution; and
- 22 p. Whether Defendants are liable for attorneys' fees and costs.
- 23 q. Whether each member of the Classes might be required to ultimately justify an  
24 individual claim does not preclude maintenance of a class action.

25 **C. Typicality**

26 33. The claims of the named Plaintiff are typical of the claims of all members of the  
27 Classes she seeks to represent because all members of the Classes sustained injuries and damages  
28 arising out of and caused by Defendants' common course of conduct and uniformly applied policies

1 in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein.  
2 Plaintiff's claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break  
3 violations that she was required to endure are typical of those of the other members of the Classes.

4 **D. Adequacy of Representation**

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

9 **E. Superiority of Class Action**

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

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

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

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

39. Absent class treatment, the prosecution of separate actions would create a substantial risk of duplicative proceedings in which individual plaintiffs would present the same or similar arguments, evidence, and expert testimony. It would also result in a multiplicity of trials at enormous expense both the parties and the judicial system, as well as inconsistent or varying adjudications with respect to individual members of the Classes against Defendants. Moreover, it could lead to incompatible standards of conduct for Defendants, and conflicting legal determinations with respects to individual members of the Classes, which would, as a practical matter, be dispositive the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

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

## CAUSES OF ACTION

## FIRST CAUSE OF ACTION

## FAILURE TO PAY MINIMUM WAGES

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

**(Against All Defendants)**

41. 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.

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

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

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

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

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

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

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

- 18           a. Requiring the members of the Minimum Wage Class to engage in work-related  
19 tasks without compensation at the end of their shifts after clocking out
- 20           b. Using their personal mobile devices for work-related tasks, including before  
21 and/or after their shifts, and/or in the evenings and/or on weekends; and
- 22           c. Utilizing an automatic deduction policy that deducted thirty (30) minutes and  
23 attributed the deduction to a meal period, regardless of whether a meal period  
24 was provided, resulting in Defendants failing to provide the Minimum Wage  
25 Class Members with full and uninterrupted thirty-minute meal periods.

26          49. As such, Defendants scheduled to work and/or required the members of the  
27 Minimum Wage Class to work without paying for all time they were under Defendants’ control.  
28 Because Defendants required the members of the Wage Class to remain under Defendants’ control

1 without paying therefore, this resulted in the members of the Wage Class earning less than the legal  
2 minimum wage in the State of California.

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

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

13 52. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code  
14 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage  
15 Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and  
16 interest thereon.

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

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

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

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

56. 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.

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

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

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

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

61. Labor Code § 511(b) states in pertinent part: “An affected employee working longer than eight hours but not more than 12 hours in a day pursuant to an alternative workweek schedule

1 adopted pursuant to this section shall be paid an overtime rate of compensation of no less than one  
2 and one-half times the regular rate of pay of the employee for any work in excess of the regularly  
3 scheduled hours established by the alternative workweek agreement and for any work in excess of  
4 40 hours per week. An overtime rate of compensation of no less than double the regular rate of pay  
5 of the employee shall be paid for any work in excess of 12 hours per day and for any work in excess  
6 of eight hours on those days worked beyond the regularly scheduled workdays established by the  
7 alternative workweek agreement.”

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

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

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

- 16             a. Administered a uniform company policy and practice as to the pay policies  
17                 regarding Plaintiff and the members of the Overtime Class;
- 18             b. Scheduled to work and in fact required Plaintiff and the members of the Overtime  
19                 Class to work in excess of eight hours per workday and/or in excess of 40 hours  
20                 per workweek without paying overtime compensation for all hours they were  
21                 under Defendants’ control;
- 22             c. Paid the Overtime Class various additional forms of non-discretionary  
23                 remuneration, including, but not limited to, bonuses; and yet
- 24             d. Failed to pay the Plaintiff and the members of the Overtime Class at the legal rate  
25                 reflecting all applicable forms of remuneration for all overtime hours worked as  
26                 required by law.

27         65. Defendants’ pattern, practice, and uniform administration of corporate policy  
28 regarding illegal employee compensation as described herein is unlawful and creates an entitlement,

1 under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of the Overtime  
2 Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

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

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

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

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS**

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

13 **(Against All Defendants)**

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

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

20 71. Labor Code § 512 provides that "An employer may not employ an employee for a  
21 work period of more than five hours per day without providing the employee with a meal period of  
22 not less than 30 minutes, except that if the total work period per day of the employee is no more  
23 than six hours, the meal period may be waived by mutual consent of both the employer and  
24 employee. An employer may not employ an employee for a work period of more than 10 hours per  
25 day without providing the employee with a second meal period of not less than 30 minutes, except  
26 that if the total hours worked is no more than 12 hours, the second meal period may be waived by  
27 mutual consent of the employer and the employee only if the first meal period was not waived."

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

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

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

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

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

26          77. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which  
27 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance  
28 with a state law, including, but not limited to, an applicable statute or applicable regulation, standard,

1 or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards  
2 Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one  
3 additional hour of pay at the employee's regular rate of compensation for each workday that the  
4 meal or rest or recovery period is not provided.," Plaintiff and the members of the Meal Period Class  
5 are entitled to damages in an amount equal to one (1) additional hour of pay at each employee's  
6 regular rate of compensation for each work day that the meal period was not provided, in a sum to  
7 be proven at trial.

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

10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

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

13 **(Against All Defendants)**

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

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

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

23 82. Section 12(A) of the IWC Wage Order(s) states, "Every employer shall authorize  
24 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of  
25 each work period. The authorized rest period time shall be based on the total hours worked daily at  
26 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a  
27 rest period need not be authorized for employees whose total daily work time is less than three and  
28 one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there

1 shall be no deduction from wages.”

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

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

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

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

15 87. As a matter of Defendants’ established company policy, Defendants failed to always  
16 authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest  
17 periods for shifts every four hours or major fraction thereof, failed to relinquish control over how  
18 employees spent their break time, required the members of the Rest Period Class to carry personal  
19 cellphones, prevented the members of the Rest Period Class from taking uninterrupted rest periods,  
20 exerted coercion against the taking of legally protected breaks, and/or forbid members of the Rest  
21 Period Class from leaving Defendants’ facilities.

22 88. Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) instructs that “if  
23 an employer fails to provide an employee a meal or rest period in accordance with an applicable  
24 order of the Industrial Welfare Commission, the employer shall pay the employee one additional  
25 hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest  
26 period is not provided,” the members of the Rest Period Class are entitled to damages in an amount  
27 equal to one (1) additional hour of pay at each employee’s regular rate of compensation for each  
28 work day that one or more rest periods were not so provided.

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

3                                   **FIFTH CAUSE OF ACTION**

4                   **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

5                                   **(On Behalf of the Wage Statement Class)**

6                                   **(Against All Defendants)**

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

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

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

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

27           94.     As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage  
28 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage

1 Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2)  
2 total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable  
3 hourly rates in effect during each respective pay period and the corresponding number of hours  
4 worked at each hourly rate by each respective individual.

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

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

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

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

1           99.     The actual injuries suffered by the members of the Wage Statement Class as a result  
2 of Defendants' knowing and intentional failure to provide accurate records for the members of the  
3 Wage Statement Class include but are not limited to:

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

15           100.   Under Labor Code § 226(e), the members of the Wage Statement Class are entitled  
16 to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00  
17 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of  
18 \$4,000.00.

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

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

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

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

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

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**SEVENTH CAUSE OF ACTION**  
**ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221**  
**(On Behalf of the Unauthorized Deduction Class)**  
**(Against All Defendants)**

107. 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.

108. 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.”

109. As a matter of Defendants’ established company policy, Defendants willfully and intentionally made deductions from the wages of the members 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 the members of the Unauthorized Deduction Class, as addressed in detail above. Additionally, Defendants operated under unlawful alternative workweek schedules that systematically failed to pay overtime hours and to pay them at the correct overtime rates.

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

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

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

**EIGHTH CAUSE OF ACTION**  
**FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**  
**(On Behalf of the Expense Reimbursement Class)**  
**(Against All Defendants)**

113. 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.

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

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

116. As a matter of Defendants’ established company policy, Defendants required the members of the Expense Reimbursement Class to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to scrubs and stethoscopes, and the use of personal mobile devices for work-related activities. Defendants are legally required to reimburse the members of the Expense Reimbursement Class for all necessary expenditures.

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

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

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

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

**NINTH CAUSE OF ACTION**

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

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

**(Against All Defendants)**

121. 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.

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

123. 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.

124. 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."

125. 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.

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

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

128. 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.

129. 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.

**TENTH CAUSE OF ACTION**  
**PENALTIES UNDER LABOR CODE § 2699**  
**(On Behalf of the Aggrieved Employees)**  
**(Against All Defendants)**

130. 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.

131. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period. As such, Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, and 2698 *et seq.*, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and

1 statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198,  
2 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code §  
3 2699(g)(1);

4 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the  
5 Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit  
6 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof,  
7 under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable  
8 IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including  
9 under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7,  
10 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and  
11 costs pursuant to Labor Code § 2699(g)(1);

12 (c) Inaccurate Wage Statements: For failure to provide Plaintiff and the  
13 Aggrieved Employees with accurate, itemized wage statements under Labor Code §§ 226, 1174,  
14 and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all  
15 civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3,  
16 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also  
17 for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing  
18 inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a),  
19 Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3,  
20 which in addition to other penalties provided by law;

21 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,  
22 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,  
23 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor  
24 Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the  
25 applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code §  
26 2699(g)(1);

27 (e) Unlawful Deductions and Failure to Reimburse Business Expenses: For  
28 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary

1 work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and  
2 Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available  
3 and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and  
4 paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor  
5 Code § 2699(g)(1); and

6 (f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For  
7 any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders  
8 constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties  
9 available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC  
10 Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

11 132. In addition, Plaintiff seeks and is entitled to **65%** of all penalties obtained under  
12 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about  
13 their rights and responsibilities under the Labor Code, and **35%** to Plaintiff and all other similarly  
14 situated aggrieved employees.

15 133. Plaintiff has exhausted his administrative remedies by submitted a certified letter to  
16 the LWDA and Defendants on February 12, 2026 (LWDA-CM-1157182-26) addressing in detail  
17 the specific provisions of the Labor Code Defendants have violated and addressing the facts and  
18 legal theories to support the alleged violations and requested penalties. The LWDA has not provided  
19 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date  
20 of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations  
21 addressed herein and in the PAGA Notice letter and the original Complaint.

22 134. Further, as of March 17, 2026 (33 calendar days after Plaintiff's LWDA letter was  
23 mailed to Defendants via certified mail), Plaintiffs have not received from Defendants written notice  
24 by certified mail that the alleged violations have been cured, including a description of actions taken.  
25 As such, Plaintiffs have complied with Labor Code § 2699.3(c) and are authorized to commence a  
26 civil action that includes a cause of action under Labor Code § 2699.

27 135. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks  
28 the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages...

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

#### **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

1 action, according to proof;

2 4. As to the Third Cause of Action for Failure to authorize and permit meal periods:

3 For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period  
4 Class for each workday that a meal period was not provided, pursuant to Labor Code § 226.7 and  
5 applicable Wage Orders;

6 5. As to the Fourth Cause of Action for Failure to authorize and permit rest periods: For

7 one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class  
8 for each workday that a rest period was not provided, pursuant to Labor Code § 226.7 and applicable  
9 Wage Orders;

10 6. As to the Fifth Cause of Action for Failure to timely furnish accurate itemized wage

11 statements: For recovery of statutory penalties as authorized by Labor Code § 226(e);

12 7. As to the Sixth Cause of Action for Violation of Labor Code § 204: For recovery of

13 statutory damages as authorized by Labor Code §§ 204 and/or 210;

14 8. As to the Seventh Cause of Action for Illegal wage deductions under Labor Code §

15 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable  
16 penalties under Labor Code § 225.5;

17 9. As to the Eighth of Action for Failure to reimburse necessary business expenses: For

18 restitution of the unpaid balance for all necessary expenditures and losses incurred in direct  
19 consequence of the discharge of Defendants' duties; and interest thereon at the same rate as  
20 judgments in civil actions, accruing from the date on which each member of the Reimbursements  
21 Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

22 10. As to the Ninth Cause of Action for Violation of Business & Professions Code §

23 17200 et seq.: For an accounting, under administration of Plaintiff and/or the receiver and subject  
24 to Court review, to determine the amount to be returned by Defendants, and the amounts to be  
25 refunded to members of the Classes who are owed monies by Defendants; an order requiring  
26 Defendants to identify each of the members of the Classes by name, home address, home telephone  
27 number and, if available, email address; an order requiring Defendants to make full restitution and  
28 payment under California law; an order for a preliminary and/or permanent injunction prohibiting

1 Defendants from engaging in the acts complained of herein; the creation of an administrative process  
2 wherein each injured member of the Classes may submit a claim in order to receive his/her money;  
3 and all other appropriate injunctive, declaratory and equitable relief;

4 11. As to the Tenth Cause of Action for Penalties Under Labor Code § 2699: As  
5 applicable, for civil penalties under Labor Code § 2699(f), in addition to and entirely independent  
6 and apart from other penalties in the Labor Code and for Labor Code violations with or without a  
7 specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each  
8 violation, and/or \$200 for each aggrieved employee per pay period for each violation that arises  
9 from any policy or practice that the LWDA or any court has determined was unlawful, and/or each  
10 malicious, fraudulent, or oppressive violation;

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

14  
15 DATED: April 20, 2026

**D.LAW, INC.**

16  
17 By



Alvin B. Lindsay

William Tran

Attorneys for Plaintiff

CHARLENE ROBERTS-

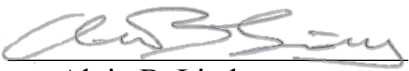
ORTEGA and all others similarly  
situated

**DEMAND FOR JURY TRIAL**

Plaintiff Charlene Roberts-Ortega hereby demands trial of her claims by jury to the extent authorized by law.

DATED: April 20, 2026

**D.LAW, INC.**

By 

Alvin B. Lindsay

William Tran

Attorneys for Plaintiff

CHARLENE ROBERTS-

ORTEGA and all others similarly  
situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2<sup>nd</sup> Floor, Pasadena, CA 91101.

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**[ ] (BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Pasadena, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

**[X] (VIA ELECTRONIC MAIL)** Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

**[X]** (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 20, 2026, at Pasadena, California.

California



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Sasha Zambrano

|                                                                                                                                                                                                      |                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Monterey</b><br><b>Branch Name:</b> Monterey Courthouse<br><b>Mailing Address:</b> 1200 Aguajito Rd<br><b>City, State and Zip Code:</b> Monterey CA 93940 |                                   |
| <b>SHORT TITLE:</b> Charlene Roberts-Ortega vs. Monterey Peninsula Surgery Center, LLC, a California limited liability company                                                                       | <b>CASE NUMBER:</b><br>26CV000733 |
| <b>NOTICE OF CONFIRMATION OF ELECTRONIC FILING</b>                                                                                                                                                   |                                   |

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of Monterey. In order to process the filing, the fee shown was assessed.

**Electronic Filing Summary Data**

Electronically Submitted By: Legal Connect  
 Reference Number: 15101209\_2026\_04\_20\_16\_23\_37\_567\_0  
 Submission Number: 26MY00022242  
 Court Received Date: 04/20/2026  
 Court Received Time: 4:28 pm  
 Case Number: 26CV000733  
 Case Title: Charlene Roberts-Ortega vs. Monterey Peninsula Surgery Center, LLC, a California limited liability company  
 Location: Monterey Courthouse  
 Case Type: Civil Unlimited  
 Case Category: Complex Litigation: Other  
 Jurisdictional Amount: Greater than 35K  
 Notice Generated Date: 05/04/2026  
 Notice Generated Time: 9:19 am

**Documents Electronically Filed/Received**

**Status**

|                     |          |
|---------------------|----------|
| Complaint - Amended | Accepted |
|---------------------|----------|

**Comments**

Submitter's Comments:

Clerk's Comments:

**Electronic Filing Service Provider Information**

Service Provider: Legal Connect  
 Contact: Legal Connect  
 Phone: (800) 909-6859