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on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

KELLEY A MAGGARD, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

COMMUNITY HEALTHCARE PARTNER,
INC. dba COLORADO RIVER MEDICAL
CENTER, a California nonprofit corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

1 Plaintiff KELLEY A MAGGARD (hereinafter “Plaintiff”), on behalf of herself and other
2 similarly situated non-exempt employees employed by Defendants within the state of California
3 during the relevant time period (collectively, “Employees”; individually, “Employee”), hereby files
4 this Complaint asserting class and individual claims against Defendant COMMUNITY
5 HEALTHCARE PARTNER, INC. dba COLORADO RIVER MEDICAL CENTER and Does 1 to
6 50 (collectively referred to as “Defendants”). Plaintiff is informed and believes, and on the basis of
7 that information and belief, 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.

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PARTIES

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

6. Plaintiff worked for Defendants as a Licensed Vocational Nurse (“LVN”) during the period of around October 2022 to February 13, 2025, at Defendants’ facility in Needles, California, which is in San Bernardino County.

7. Plaintiff seeks recovery herein from Defendants because with regard to Plaintiff, while acting for Defendants in her capacity as a LVN, Defendants have:

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

8. Defendant COMMUNITY HEALTHCARE PARTNER, INC. dba COLORADO RIVER MEDICAL CENTER (“Community Healthcare Partner, Inc.”), is now and at all times mentioned in this Complaint was a California nonprofit corporation, and owner and operator of medical facilities licensed to do business and actually doing business in the State of California. Furthermore, Defendant lists its principal address as 1401 Bailey Avenue, Needle, CA 92363 with the California Secretary of State. Additionally, the wage statements issued to Plaintiff list “COMMUNITY HEALTHCARE PARTNER, INC.” and “COLORADO RIVER MEDICAL CENTER” as her employers, with the same address listed with the California Secretary of State.

9. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California. Plaintiff does not know

1 the true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive
2 and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil
3 Procedure § 474.

4 10. Plaintiff will seek leave of court to amend this Complaint to allege such names and
5 capacities as soon as they are ascertained.

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

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

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

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

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

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

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

JURISDICTION AND VENUE

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

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

20. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff and the members of the putative Classes herein were all California citizens and Defendant Community Healthcare Partner, Inc is a California nonprofit corporation. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

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

SUMMARY OF CLAIMS

22. Plaintiff worked as a Licensed Vocational Nurse (“LVN”) with duties that included providing patient care in the emergency room, documenting patient assessments and treatment, and assisting doctors in medical procedures.

23. Plaintiff was generally scheduled work alternating weeks. Plaintiff was scheduled to work four days a week, twelve hours a day, with shift times generally spanning twelve hours from 7:00 a.m. through 7:00 p.m. However, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours and was not paid for all her hours worked at the regular rate and at the correct overtime rates, especially during shifts under a three-day alternative workweek schedule Defendants required her to work.

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

3 **a. Failure to pay minimum wages.** Defendants' policy and practice of requiring
4 systematic off-the-clock work flowed in part from their unlawful timekeeping procedures.
5 Defendants required timekeeping entries to be inputted by Plaintiff and the Class Members through
6 the timeclock located in the main office. Although Plaintiff recorded the actual times for when she
7 started and ended work, Defendants' time records do not reflect those actual hours worked by
8 Plaintiff. Furthermore, managers would oftentimes make modifications and adjustments to reflect
9 Plaintiff's shift start and end times and legally compliant meal period beginning and end times.
10 Upon submission of the time entries to managers, there were no other mechanisms in place for
11 Plaintiff and the Class Members to ensure that their time records were accurate or not modified or
12 adjusted. Defendants had the capacity and systems in place to permit Defendants to pay Plaintiff
13 and the Class Members on an hourly basis as non-exempt employees and to record if and when they
14 were taking their required meal and rest breaks, but they instead underpaid Plaintiff and the Class
15 Members under their undefined and confusing compensation system.

16 Additionally, Defendants instructed Plaintiff and the Class Members to input into the
17 timekeeping system that they took a full half-hour for a meal period and did so before the fifth hour
18 of work as required under the Labor Code and Wage Orders. Although, the Class Members' work
19 demands and understaffing oftentimes prevented them from taking a full half-hour meal break,
20 Defendants instructed the Class Members to record compliant meal breaks without regard to whether
21 they were actually taken on time or for the full duration or were interrupted by management demands
22 and other work requirements.

23 In instances when Plaintiff and the Class Members worked shifts of over ten hours,
24 Defendants were required to provide two, separate 30-minute meal periods, that is one for every
25 five hours of shift hours worked, but failed to do so. It is unlawful to not provide a second meal
26 period after ten hours of work and by doing so, Defendants systematically committed second meal
27 period violations and undercompensated Employees for all their hours worked or unlawfully
28 required on-duty working or otherwise interrupted breaks, during all these effected shifts.

1 Furthermore, to avoid paying overtime, Defendants' managers would also have
2 Plaintiff engage in off-the-clock work after clocking out at the end of her shift. Due to the high work
3 demand and chronic understaffing, Plaintiff would occasionally be required to stay behind after
4 clocking out of her shift, and continue working until another Employee would clock in. Whether the
5 overtime hours are "approved" or not by Defendants' managers, if Employees worked overtime
6 hours they must be paid for them at the correct overtime rates under the Labor Code.

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

17 Defendants may attempt to assert they were authorized to require Plaintiff and the
18 Class members to work three days per week for twelve- hour days under an alleged alternative work
19 week schedule. To whatever extent there were lawful alternative workweeks worked by Employees
20 in the Class under such schedules, overtime rates still must be paid for all hours worked over ten on
21 a shift and Defendants failed to do so or to pay double time rates for hours over twelve in a shift
22 where appropriate. However, upon information and belief Defendants have neither conducted the
23 required elections nor reported them to the Department of Industrial Relations as required under
24 Labor Code § 511 and the applicable IWC Wage Orders given there are no valid elections listed in
25 the Alternative Workweek Elections Database. Therefore, on every shift Plaintiff and the Class
26 members worked, both their regular hours worked and off the clock hours worked combined to well
27 over eight hours in a day and/or 40 hours in a workweek. Given that Defendants failed to conduct
28 required alternative workweek elections but yet still failed to pay overtime rates for all hours worked

1 over eight in a given shift or double time for hours over twelve under unlawful alleged alternative
2 workweek schedules, Plaintiff and the Class members have been required to endure systematic and
3 ongoing failure to pay regular and overtime wages and related violations at Defendants' hands.

4 Therefore, from at least four years prior to the filing of this lawsuit and continuing to
5 the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
6 worked and failing to pay minimum wages for all time worked. Also, from at least four years prior
7 to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or
8 practice of failing to pay Employees overtime compensation at premium overtime rates for all hours
9 worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours
10 worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding
11 sections of IWC Wage Orders. To the extent Defendant paid any overtime premium wages for any
12 hours worked by Plaintiff and the Class members, they failed to begin paying it when owed due to
13 post-shift off-the-clock work, and upon information and belief, Defendants' failed to include all
14 forms of remuneration in the regular rate used to calculate and pay overtime. These failures cannot
15 be avoided by Defendants' reliance on any alleged alternative workweek schedules.

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

22 Plaintiff and the Class Members were non-exempt employees who regularly worked
23 shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite
24 this, they were often required to do so without receiving a lawful and timely meal break or were
25 required to take shortened meal and rest breaks, or none at all, in order to keep up with work
26 demands and job duties and job requirements and pressure placed upon them by Defendants'
27 management and patients. More specifically, Plaintiff regularly worked shifts entitling her to two
28 meal periods but as addressed above, was scheduled for, at most, only one meal period per shift.

1 Therefore, to whatever extent Plaintiff and the Class members were provided with a lawful first
2 meal period, they were not provided with a lawful second meal period as required on shifts over ten
3 hours in duration. Upon information and belief, to whatever extent Defendants attempt to rely upon
4 alleged second meal period waivers, they were either unenforceable and invalid or were otherwise
5 not agreed to by Plaintiff and the Class members.

6 Additionally, Defendants either modified time records to reflect that Plaintiff and the
7 Class Members took compliant meal periods when they did not, or required Employees to do so,
8 further covering up these violations. To whatever extent there was ever a schedule for meal periods,
9 it went by the wayside quickly as there always seemed to be management and work demands to
10 attend to. This led to systematically late meal, interrupted, shortened, missed, or on-duty meal
11 periods. The chronic understaffing, excessive workloads, management expectations, and constant
12 patient care demands also contributed to Plaintiff and the Class Members working through meal
13 periods or not taking them or taking them late so work could be accomplished or they were required
14 to remain under Defendants' control during meal periods.

15 Therefore, meal period violations systematically occurred ongoing throughout all of
16 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
17 payment. To the extent Defendants ever did pay Plaintiff a meal period premium for any of these
18 violations, upon information and belief they failed to do so at the correct hourly rate. Upon
19 information and belief, the other Class Members were subjected to similar unlawful policies and
20 practices and endured similar violations as Plaintiff at Defendants' hands.

21 Defendants thus failed to provide Plaintiff and the Class Members with all legally
22 required off-duty, unpaid meal periods, as required by the applicable Wage Order(s) and Labor Code.
23 Plaintiff and the Class Members were required work for more than five hours during a shift without
24 receiving compliant meal periods. In addition, Defendants required Plaintiff and the Class Members
25 to perform off-the-clock work in a manner that would impact their timing and ability to take meal
26 periods, including requiring them to respond to work-related calls, inquiries, and other demands
27 during breaks. These practices resulted in further meal period violations. As a result, Defendants
28 failed to provide all legally required off-duty meal periods to Plaintiff and the Class Members and

1 evidenced by Defendants' business records, or the absence thereof.

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

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

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

26 Defendants' uniformly applied policies and practices thus resulted in untimely and
27 shortened or on-duty rest breaks if and when Plaintiff attempted to take one. Plaintiff and the Class
28 Members worked shifts of at least eight hours, which required at least two rest breaks, and

1 consistently worked shifts over ten hours, which required at least three rest breaks. Even on the
2 occasions when Defendants authorized and permitted Plaintiff to take a first rest break, she was
3 often forced to skip out on a second and/or a third break, and those that were provided were often
4 late and generally interrupted by job duties and requirements.

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

17 Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at
18 each Employee's effective regular rate of compensation for each rest break that Defendants failed to
19 provide or deficiently provided.

20 **e. Failure to timely furnish accurate itemized wage statements.** Defendants have
21 consistently failed to provide Plaintiff and the Class Members with timely, accurate, and itemized
22 wage statements, in writing, as required by California wage-and-hour laws. More specifically,
23 Defendants also failed to provide Plaintiff and the Class Members with complete and accurate wage
24 statements, as those provided failed to show, among other things, the correct wages owed for time
25 worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor
26 Code § 226 provides that every employer shall furnish each of his or her employees with an accurate
27 itemized wage statement in writing showing, among other things, gross wages earned and all
28 applicable hourly rates in effect during the pay period and the corresponding amount of time worked

1 at each hourly rate. The wage statements Defendants provided to Plaintiff and the Class Members
2 failed to list or to accurately list the wage rates or the hours worked at those rates during the pay
3 period which led to the calculated pay listed by Defendants without any further detail.

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

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

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

24 **h. Illegal wage deductions under Labor Code § 221.** Defendants have
25 consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees'
26 earned wages, including by the above described off-the-clock work and other wage violations,
27 including requiring on-duty work during unpaid meal breaks. Defendants have consistently and
28 unlawfully collected or received wages from Employees by not compensating Plaintiff and the Class

Members for all hours worked, including on-duty meal periods they were required to endure under Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed to Plaintiff and the Class members, in violation of Labor Code § 221.

i. Failure to reimburse necessary business expenses. From at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class Members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone related expenses Plaintiff and her co-workers incurred for correspondences with managers regarding work schedules as required by Defendants. Plaintiff's pay stubs fail to reflect any reimbursements for these and other such necessary business expenses. Plaintiff and the Class Members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

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

25. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 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, 1198.5, 1199, and 2802, Business & Professions Code § 17200 *et seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

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

employed the Employee Class Members.

CLASS ACTION ALLEGATIONS

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

28. Plaintiff seeks to represent a Class (or “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt employees within the State of California.” This includes those employed as licensed vocational nurses, and in similar and related positions. Further, Plaintiff will seek to represent and certify the putative Classes currently composed of and defined as follows:

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

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

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

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

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

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

payable at least twice monthly.

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

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

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

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

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

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

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

A. Numerosity

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

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

7 **B. Commonality**

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

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

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

C. Typicality

34. The claims of the named Plaintiff are typical of the claims of all members of the Classes she seeks to represent because all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break violations that she was required to endure are typical of those of the other members of the Classes.

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1 **D. Adequacy of Representation**

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

6 **E. Superiority of Class Action**

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

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

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

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

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

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

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

14 **CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES**

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

18 **(Against All Defendants)**

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

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

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

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

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

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

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

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

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

- 14 a. Requiring the members of the Minimum Wage Class to engage in work-related
15 tasks without compensation at the end of their shifts after clocking out
- 16 b. Using their personal mobile devices for work-related tasks, including before
17 and/or after their shifts, and/or in the evenings and/or on weekends;
- 18 c. Using a timekeeping system capable of tracking the exact amount of time worked
19 by employees, yet rounding the actual time worked and recorded – typically
20 down to the quarter-hour – so that members of the Minimum Wage Class were
21 paid less than they would have been paid for their actual time worked; and
- 22 d. 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 50. 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 51. 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 52. 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 53. 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 54. 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 55. 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 56. 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)

57. 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.

58. 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.”

59. 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.”

60. 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).

61. 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.”

62. 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 63. 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 64. 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 65. 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. Scheduled the members of the Overtime Class to work using an alternative
23 workweek schedule of three 12-hour shifts per week (“3/12”), adopted under
24 Labor Code § 511 and the IWC Wage Order(s); yet
- 25 d. Failed to comply with the requirements set forth in Labor Code § 511 and the
26 IWC Wage Order(s) for legal alternative workweek schedules with regard to the
27 members of the Overtime Class; and as such,

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1 e. Failed to pay the members of the Overtime Class legal overtime compensation
2 for all work accomplished in excess of eight hours per day and/or 40 hours per
3 week.

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

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

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

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

15 **THIRD CAUSE OF ACTION**

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

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

18 **(Against All Defendants)**

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

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

25 72. Labor Code § 512 provides that "An employer may not employ an employee for a
26 work period of more than five hours per day without providing the employee with a meal period of
27 not less than 30 minutes, except that if the total work period per day of the employee is no more
28 than six hours, the meal period may be waived by mutual consent of both the employer and

1 employee. An employer may not employ an employee for a work period of more than 10 hours per
2 day without providing the employee with a second meal period of not less than 30 minutes, except
3 that if the total hours worked is no more than 12 hours, the second meal period may be waived by
4 mutual consent of the employer and the employee only if the first meal period was not waived.”

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

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

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

18 76. On one or more occasions, the members of the Meal Period Class worked over five
19 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes
20 prior to exceeding five hours of employment. Further, on one or more occasions, some members of
21 the Meal Period Class worked over 10 hours per shift and therefore were entitled to an uninterrupted
22 second meal period of not less than 30 minutes prior to exceeding 10 hours of employment.

23 77. The members of the Meal Period Class did not validly or legally waive their meal
24 periods, by mutual consent with Defendants or otherwise. Additionally, the members of the Meal
25 Period Class did not enter into any written agreement with Defendants agreeing to an on-duty paid
26 meal period.

27 78. As a matter of Defendants’ established company policy, Defendants failed to always
28 comply with the meal period requirements established by Labor Code §§ 226.7, 512, and 516, and

1 Section 11 of the IWC Wage Order(s) by failing to always provide the members of the Meal Period
2 Class with a first and in some cases a second legally compliant meal period.

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

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

15 **FOURTH CAUSE OF ACTION**

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

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

18 **(Against All Defendants)**

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

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

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

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

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

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

16 87. The members of the Rest Period Class sometimes worked over four hours per shift.
17 Further, the members of the Rest Period Class sometimes worked over six hours per shift and in
18 some cases over 10 hours per shift.

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

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

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

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

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(On Behalf of the Wage Statement Class)

(Against All Defendants)

92. 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.

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

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

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

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

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

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

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

26 100. In addition, the members of the Wage Statement Class have suffered injury as a result
27 of Defendants' failure to maintain accurate records for the members of the Wage Statement Class
28 in that the members of the Wage Statement Class were not timely provided written accurate itemized

1 statements showing all requisite information, including but not limited to total hours worked by the
2 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
4 the IWC Wage Orders § 7(A), such that the members of the Wage Statement Class were misled by
5 Defendants as to the correct information regarding various items, including but not limited to total
6 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the
7 pay period and the corresponding number of hours worked at each hourly rate.

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

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

22 102. Under Labor Code § 226(e), the members of the Wage Statement Class are entitled
23 to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00
24 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
25 \$4,000.00.

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

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

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(On Behalf of the Failure to Timely Pay Class)
(Against All Defendants)

105. 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.

106. 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.”

107. 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 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th 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).

108. 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
VIOLATION OF LABOR CODE § 203
(On Behalf of the Termination Pay Class)
(Against All Defendants)

109. 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.

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

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

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

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

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

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

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

116. 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.

117. 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.”

118. 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.

119. 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.

120. 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.

121. 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.

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

122. 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.

123. 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.”

124. 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.”

125. 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.

126. 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.

127. 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.

128. 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.

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

3 **TENTH CAUSE OF ACTION**

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

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

6 **(Against All Defendants)**

7 130. 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.

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

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

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

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

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

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

137. 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.

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

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

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

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

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

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

5. As to the Fourth Cause of Action for Failure to authorize and permit rest periods: For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class

1 for each workday that a rest period was not provided, pursuant to Labor Code § 226.7 and applicable
2 Wage Orders;

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

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

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

10 9. As to the Eighth Cause of Action for Illegal wage deductions under Labor Code §
11 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable
12 penalties under Labor Code § 225.5;

13 10. As to the Ninth Cause of Action for Failure to reimburse necessary business
14 expenses: For restitution of the unpaid balance for all necessary expenditures and losses incurred in
15 direct consequence of the discharge of Defendants' duties; and interest thereon at the same rate as
16 judgments in civil actions, accruing from the date on which each member of the Reimbursements
17 Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

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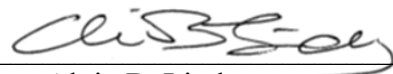
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11. As to the Tenth Cause of Action for Violation of Business & Professions Code § 17200 et seq.: For an accounting, under administration of Plaintiff and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants,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

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

DATED: February 5, 2026

D.LAW, INC.

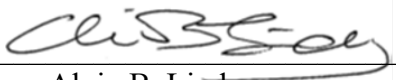
By 
Alvin B. Lindsay
William Tran
Attorneys for Plaintiff KELLEY A
MAGGARD and all others
similarly situated

DEMAND FOR JURY TRIAL

Plaintiff KELLEY A MAGGARD hereby demands trial of her claims by jury to the extent authorized by law.

DATED: February 5, 2026

D.LAW, INC.

By 
Alvin B. Lindsay
William Tran
Attorneys for Plaintiff KELLEY A
MAGGARD and all others
similarly situated