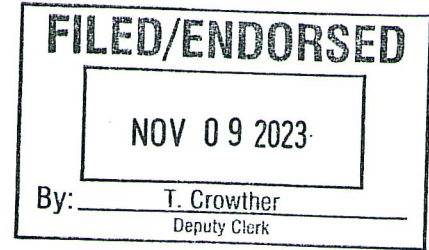


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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

AARON ALEXANDER ARNOLD, on behalf
of himself and others similarly situated,

Plaintiff,

vs.

VALLEY SPECIALTY NURSING CARE,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV007641

Amended As a Matter of Right Pursuant to Labor
Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Penalties Pursuant to Labor Code § 203;
8. Violation of Business & Professions Code §
17200 et seq.; and
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff AARON ALEXANDER ARNOLD, (hereinafter “Plaintiff”) on behalf of himself,
2 all others similarly situated (collectively, “Employees”; individually, “Employee”), the state of
3 California, and the general public, complains of Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this class and representative action on behalf of himself and all
6 current and former Employees of Defendants (defined below) and/or any staffing agencies and/or
7 any other third parties, including those individuals misclassified as either exempt employees or
8 misclassified as independent contractors, within the State of California who, at any time four (4)
9 years prior to the filing of this lawsuit, including and accounting for any time period tolled under
10 the applicable emergencies Rules relating to COVID-19, are or were employed as non-exempt,
11 hourly employees by Defendants. VALLEY SPECIALTY NURSING CARE, INC., a California
12 corporation, and DOES 1 through 50 (all defendants being collectively referred to herein as
13 “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of
14 the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and
15 California Business & Professions Code, and seeks redress therefore.

16 2. Plaintiff is a resident of California and during the time period relevant to this
17 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
18 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
19 worked for Defendants in Sacramento County, and in other nonexempt positions, throughout
20 California and, and consistently worked at Defendants’ behest without being paid all wages due,
21 nor afforded all the rights under the California Labor Code and applicable Wage Orders.

22 THE PARTIES

23 A. The Plaintiff

24 3. Plaintiff AARON ALEXANDER ARNOLD has resided in California and during
25 the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly
26 employee within the State of California.

27 B. The Defendants

28 4. Defendant VALLEY SPECIALTY NURSING CARE, INC. is a California

1 Corporation with its principle executive offices in Wilton, California. VALLEY SPECIALTY
2 NURSING CARE, INC. lists an address in Wilton, California with the California Secretary of
3 State, and employs Plaintiff and the Employees in Sacramento County, including at Defendants'
4 offices and facilities in Wilton, California, and throughout California and Defendants conduct
5 business throughout California.

6 5. The true names and capacities, whether individual, corporate, associate, or
7 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
8 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
9 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
10 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
11 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
12 this Complaint to reflect the true names and capacities of the Defendants designated herein as
13 Does 1 through 50 when their identities become known.

14 6. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
15 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
16 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
17 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
18 all respects as the employers or joint employers of Employees. Defendants, and each of them,
19 exercised control over the wages, hours or working conditions of Employees, or suffered or
20 permitted Employees to work, or engaged, thereby creating a common law employment
21 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
22 employed Employees.

23 JURISDICTION AND VENUE

24 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
26 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
27 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
28 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the

obligations and liabilities giving rise to this lawsuit occurred at least in part in Sacramento County and Defendants maintain and operate company offices and facilities in Sacramento County, and employ Plaintiff and other Class members in Sacramento County and throughout California.

FACTUAL BACKGROUND

8. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants misclassified Employees as exempt employees in violation of Labor Code Section 515 as Employees were primarily engaged in non-exempt hourly work under Defendants' employ.

9. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants misclassified Employees as independent contractors in violation of Labor Code Section 226.8, and applicable law, as Employees were: 1) not free from the control and direction of Defendants in the performance of their work, both under the contract for the performance of the work (if applicable) and/or in fact; 2) Employees performed work for Defendants within the usual course of Defendants' business or in the same nature of the work performed by Defendants and their employees; and 3) Employees were not customarily engaged in an established trade, occupation, or business independent of Defendants' business.

10. The employees who comprise the Class and Collective, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC, either by Defendants own records, or were either misclassified as exempt employees or misclassified as independent contractors. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates.

11. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants had a common policy and practice of only paying Plaintiff and Employees in accordance with their pre-scheduled shifts. However, Defendants had a common policy and practice of requiring Plaintiff and Employees to perform work, off the clock for which they were not paid wages. Specifically, Plaintiff and Employees were required to perform work during

1 unpaid meal periods (when such unpaid meal periods were taken), which included carrying and
2 monitoring their personal cellular phones and respond to work-related calls and messages.
3 Additionally, Employees were required to work “pre-shift” and “post-shift” hours without
4 compensation. Specifically, Employees were required to arrive to work early, prior to clocking in,
5 and continue working after their scheduled shifts. Moreover, Employees were required to keep and
6 maintain their personal cellular phones, both before and after their scheduled shifts, and respond to
7 work related calls and messages. Finally, Plaintiff and Employees were required to attend
8 mandatory work-orientations, outside of and in addition to their scheduled shifts. All the forgoing
9 work was performed by Employees and under the direction and control of Defendants, for which
10 no wages were paid.

11 12. The forgoing uncompensated work caused Plaintiff and Employees to work in
12 excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling
13 them to overtime and double-time wages which were systemically denied.

14 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants had a common practice and policy of denying Plaintiff and Employees the
16 opportunity to take meal periods in accordance with California Law, which were neither properly
17 recorded nor tracked by Defendants. Specifically, Plaintiff and Employees were denied meal
18 periods altogether. Additionally, Plaintiff and Employees were not provided with meal periods
19 prior to the completion of each five hours of work. Moreover, Defendants had a common policy
20 and practice of requiring Plaintiff and Employees to remain on the premises during whatever meal
21 periods were taken. Also, and as discussed above, Defendants had a common policy and practice
22 of requiring Plaintiff and Employees to carry and monitor their personal cellular phones and
23 respond to work-related calls and messages during meal periods.

24 14. Defendants failed to pay Plaintiff and Employees “premium pay,” i.e. one hour of
25 wages at each employee’s effective regular rate of pay, for each meal period that Defendants failed
26 to provide or which was deficiently provided.

27 15. From at least four (4) years prior to the filing of this lawsuit and continuing to the
28 present, Defendants have had a common policy and practice of consistently failing to provide

1 Plaintiff and Employees with the opportunity to take paid rest breaks of not less than ten (10)
2 minutes for every work period of four (4) or more consecutive hours, or major fraction thereof.
3 Plaintiff and Employees were required to work through their rest breaks, which were systemically
4 denied. Additionally, Plaintiff and Employees were prohibited from leaving the premises during
5 whatever rest breaks were taken. Finally, and just as the meal periods above, Defendants had a
6 common policy and practice of requiring Plaintiff and Employees to carry and monitor their
7 personal cellular phones and respond to work-related calls and messages during rest breaks..

8 16. Defendants also failed pay Plaintiff and Employees premium pay for each day on
9 which requisite rest breaks were not provided or were deficiently provided at one hour of wages at
10 each Employee's effective regular rate of pay, for each rest period that Defendants failed to
11 provide or deficiently provided.

12 17. Additionally, from at least one (1) year prior to the filing of this lawsuit, and
13 continuing to the present, Defendants have consistently failed to provide Employees with timely,
14 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

15 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
16 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
17 performance of their job duties for Defendants. Specifically, Plaintiff and Employees were
18 required to purchase: cell phones; cell phone plans for usage; non-latex surgical gloves; and
19 various disinfectants, all which were necessary to perform their duties under Defendants' employ
20 and for which Plaintiff and Employees were never reimbursed in violation of Labor Code § 2802.

21 19. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
22 continuing to the present, Defendants have consistently failed to keep accurate time and wage
23 records as required by California wage-and-hour laws.

24 20. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
25 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
26 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
27 required by California wage-and-hour laws.

28 21. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor

Code §§ 201, 202, 203, 226, 226.4, 226.7, 226.8, 227.3, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, 2802, and § 2698, *et seq.*

22. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

23. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California, including those individuals misclassified as either exempt employees or misclassified as independent contractors, at any time four (4) years prior to the filing of this lawsuit, including and accounting for any time period tolled under the applicable emergencies Rules relating to COVID-19, extending such period (hereinafter, "Class Members").

24. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods in compliance with California Law or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof in compliance with California Law, and failing to pay one hour of pay at the Employee's

regular rate of pay in lieu thereof.

f. Subclass 5. Wage Statement Subclass. All employees of Defendants in California, including those individuals misclassified as either exempt employees or misclassified as independent contractors, who, within the applicable limitations period, were not provided with accurate itemized wage statements in compliance with California Law.

h. Subclass 6. Failure to Reimburse for Necessary Business Expenditures Subclass. All employees of Defendants in California, including those individuals misclassified as either exempt employees or misclassified as independent contractors, who were subject to Defendants policy and/or practice of failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

i. Subclass 7. Termination/Resignation Subclass. 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.

k. Subclass 8. UCL Subclass. All employees of Defendants in California, including those individuals misclassified as either exempt employees or misclassified as independent contractors 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.

25. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

26. 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 litigation and proposed class is easily ascertainable.

A. Numerosity

27. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been

determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals were employed by Defendant's within the State of California.

28. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

29. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants misclassified Employees as exempt employees;
- b. Whether Defendants misclassified Employees as independent contractors;
- c. Whether Defendants failed to pay Employees minimum wages;
- d. Whether Defendants failed to pay Employees wages for all hours worked;
- e. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants failed to reimburse Employees for necessary business expenses;
- k. 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;

1. Whether Defendants violated Labor Code §§ 226 and 1198;
- 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.

C. Typicality

30. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendant's common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

31. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

32. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

33. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

34. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

35. Defendants failed to pay Employees minimum wages for all hours worked.

1 36. Defendants had a common policy and practice of only paying Plaintiff and
2 Employees in accordance with their pre-scheduled shifts. However, Defendants had a common
3 policy and practice of requiring Plaintiff and Employees to perform work, off the clock for which
4 they were not paid wages. Specifically, Plaintiff and Employees were required to perform work
5 during unpaid meal periods (when such unpaid meal periods were taken), which included carrying
6 and monitoring their personal cellular phones and respond to work-related calls and messages.
7 Additionally, Employees were required to work “pre-shift” and “post-shift” hours without
8 compensation. Specifically, Employees were required to arrive to work early, prior to clocking in,
9 and continue working after their scheduled shifts. Moreover, Employees were required to keep and
10 maintain their personal cellular phones, both before and after their scheduled shifts, and respond to
11 work related calls and messages. Finally, Plaintiff and Employees were required to attend
12 mandatory work-orientations, outside of and in addition to their scheduled shifts. All the forgoing
13 work was performed by Employees and under the direction and control of Defendants, for which
14 no wages were paid.

15 37. Defendants’ uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the Class as a whole, as a result of implementing a uniform
17 policy and practice that denied accurate compensation to Plaintiff and the other members of the
18 Class as to minimum wage pay.

19 38. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
20 states:

21 The minimum wage for employees fixed by the commission is the
22 minimum wage to be paid to employees, and the payment of a less
23 wage than the minimum so fixed is unlawful.

24 39. The applicable minimum wages fixed by the commission for work during the
25 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
26 therefore entitled to double the minimum wage during the relevant period.

27 40. The minimum wage provisions of California Labor Code are enforceable by private
28 civil action pursuant to California Labor Code § 1194(a) which 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.

41. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission.

42. California Labor Code § 1194.2 also provides for the following remedies:

In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

43. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

44. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

45. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

46. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8), ten (10), and twelve (12) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

1 47. Defendants had a common policy and practice of only paying Plaintiff and
2 Employees in accordance with their pre-scheduled shifts. However, Defendants had a common
3 policy and practice of requiring Plaintiff and Employees to perform work, off the clock for which
4 they were not paid wages. Specifically, Plaintiff and Employees were required to perform work
5 during unpaid meal periods (when such unpaid meal periods were taken), which included carrying
6 and monitoring their personal cellular phones and respond to work-related calls and messages.
7 Additionally, Employees were required to work “pre-shift” and “post-shift” hours without
8 compensation. Specifically, Employees were required to arrive to work early, prior to clocking in,
9 and continue working after their scheduled shifts. Moreover, Employees were required to keep and
10 maintain their personal cellular phones, both before and after their scheduled shifts, and respond to
11 work related calls and messages. Finally, Plaintiff and Employees were required to attend
12 mandatory work-orientations, outside of and in addition to their scheduled shifts. All the forgoing
13 work was performed by Employees and under the direction and control of Defendants, for which
14 no wages were paid.

15 48. The forgoing uncompensated work caused Plaintiff and Employees to work in
16 excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling
17 them to overtime and double-time wages which were systemically denied.

18 49. Defendants’ failure to pay compensation in a timely fashion also constituted a
19 violation of California Labor Code § 204, which requires that all wages shall be paid
20 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
21 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
22 and overtime compensation earned by Employees. Each such failure to make a timely payment of
23 compensation to Employees constitutes a separate violation of California Labor Code § 204.

24 50. Employees have been damaged by these violations of California Labor Code §§
25 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

26 51. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
27 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
28 the full amount of all their unpaid wages and overtime compensation, with interest, plus their

1 reasonable attorneys' fees and costs.

2 **THIRD CAUSE OF ACTION**

3 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

4 **(Against All Defendants)**

5 52. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 53. Employees regularly worked shifts greater than five (5) hours and greater than ten
8 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
9 more than five (5) hours without providing him or her with a meal period of not less than thirty
10 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
11 meal period of not less than thirty (30) minutes.

12 54. Defendants had a common practice and policy of denying Plaintiff and Employees
13 the opportunity to take 30-minute, uninterrupted meal periods, in accordance with California Law,
14 which were neither properly recorded nor tracked by Defendants. Specifically, Plaintiff and
15 Employees were denied meal periods altogether. Additionally, Plaintiff and Employees were not
16 provided with meal periods prior to the completion of each five hours of work. Moreover,
17 Defendants had a common policy and practice of requiring Plaintiff and Employees to remain on
18 the premises during whatever meal periods were taken. Also, and as discussed above, Defendants
19 had a common policy and practice of requiring Plaintiff and Employees to carry and monitor their
20 personal cellular phones and respond to work-related calls and messages during meal periods.

21 55. Moreover, Defendants failed to compensate Employees for each meal period not
22 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
23 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
24 employee a meal period in accordance with this section, the employer shall pay the employee one
25 hour of pay at the employee's regular rate of compensation for each workday that the meal period
26 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
27 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
28 and 20 of the applicable IWC Wage Order.

1 56. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
2 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
3 period not provided or deficiently provided, a sum to be proven at trial.

4 **FOURTH CAUSE OF ACTION**

5 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

6 **(Against All Defendants)**

7 57. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 58. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
10 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
11 not less than ten (10) minutes for each consecutive four (4) hour shift.

12 59. Defendants have had a common policy and practice of consistently failing to
13 provide Plaintiff and Employees with the opportunity to take paid rest breaks of not less than ten
14 (10) minutes for every work period of four (4) or more consecutive hours, or major fraction
15 thereof. Plaintiff and Employees were required to work through their rest breaks, which were
16 systemically denied. Additionally, Plaintiff and Employees were prohibited from leaving the
17 premises during whatever rest breaks were taken. Finally, and just as the meal periods above,
18 Defendants had a common policy and practice of requiring Plaintiff and Employees to carry and
19 monitor their personal cellular phones and respond to work-related calls and messages during rest
20 breaks.

21 60. Moreover, Defendants failed to compensate Employees for each rest period not
22 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
23 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
24 accordance with this section, the employer shall pay the employee one hour of pay at the
25 employee's regular rate of compensation for each workday that the rest period is not provided.
26 Defendants failed to compensate the Employees in the Class for each rest period not provided or
27 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
28 Order.

1 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
2 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
3 worked without the required rest breaks, a sum to be proven at trial.

4 **FIFTH CAUSE OF ACTION**
5 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
6 **IN VIOLATION OF LABOR CODE § 2802**
7 **(Against All Defendants)**

8 62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 63. Under Labor Code § 2802(a) an employer must indemnify its employees for all
11 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
12 of his or her duties, or of his or her obedience to the directions of the employer.

13 64. Employees incurred necessary expenditures in the performance of their job duties
14 for Defendants, including cell phones; cell phone plans for usage; non-latex surgical gloves; and
15 various disinfectants, all which were necessary to perform their duties under Defendants' employ
16 and for which Plaintiff and Employees were never reimbursed in violation of Labor Code § 2802.

17 65. From four (4) years prior to the original filing of this lawsuit and continuing to the
18 present, Defendants consistently failed to reimburse Employees for these necessarily incurred
19 business expenses.

20 66. As a result of the unlawful acts of Defendants, Employees have been deprived of
21 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
22 plus interest and penalties thereon, attorneys' fees, and costs.

23 **SIXTH CAUSE OF ACTION**
24 **VIOLATION OF LABOR CODE § 226(a)**
25 **(Against All Defendants)**

26 67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 68. California Labor Code § 226(a) requires an employer to furnish each of his or her

1 employees with an accurate, itemized statement in writing showing the gross and net earnings,
2 total hours worked, and the corresponding number of hours worked at each hourly rate; these
3 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
4 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
5 statements may be given to the employee separately from the payment of wages; in either case the
6 employer must give the employee these statements twice a month or each time wages are paid.

7 69. Defendants failed to provide Employees with accurate itemized wage statements in
8 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
9 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
10 periods and rest breaks, all of which Defendants knew or reasonably should have known were
11 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
12 confusing and required Employees to engage in discovery and refer to outside sources to verify
13 whether their pay was correct and potentially resulting in a miscalculation by the Employees.

14 70. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
15 Employees suffered injuries, including among other things confusion over whether they received
16 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
17 forcing them to make mathematical computations to analyze whether the wages paid in fact
18 compensated them correctly for all hours worked.

19 71. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
20 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
21 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
22 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
23 award of costs and reasonable attorneys' fees.

24 72. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
25 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
26 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
27 employee for each pay period.

28 73. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and

1 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
2 shown according to proof.

3 **SEVENTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 203**
5 **(Against All Defendants)**

6 74. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 75. Numerous Employees are no longer employed by Defendants; they either quit
9 Defendants' employ or were fired therefrom.

10 76. Defendants failed to pay these Employees all wages due and certain at the time of
11 termination or within seventy-two (72) hours of resignation.

12 77. The wages withheld from these Employees by Defendants remained due and owing
13 for more than thirty (30) days from the date of separation of employment.

14 78. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
15 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
16 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
17 to thirty (30) days from the date they were due.

18 **EIGHTH CAUSE OF ACTION**
19 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**
20 **(Against All Defendants)**

21 79. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 80. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
24 pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in
25 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
26 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
27 meaning of Code of Civil Procedure
28 § 1021.5.

1 81. Plaintiff is a “person” within the meaning of Business & Professions Code
2 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
3 relief, restitution, and other appropriate equitable relief.

4 82. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
5 business practices.

6 83. Wage-and-hour laws express fundamental public policies. Paying employees their
7 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
8 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
9 to enforce minimum labor standards, to ensure that employees are not required or permitted to
10 work under substandard and unlawful conditions, and to protect law-abiding employers and their
11 employees from competitors who lower costs to themselves by failing to comply with minimum
12 labor standards.

13 84. Defendants have violated statutes and public policies. Through the conduct alleged
14 in this Complaint Defendants have acted contrary to these public policies, have violated specific
15 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
16 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiff,
17 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
18 guaranteed to all employees under the law.

19 85. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
20 violation of the Business & Professions Code § 17200 et seq.

21 86. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
22 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
23 care should have known that their conduct was unlawful; therefore their conduct violates the
24 Business & Professions Code § 17200 et seq.

25 87. As a proximate result of the above-mentioned acts of Defendants, Employees have
26 been damaged, in a sum to be proven at trial.

27 88. Unless restrained by this Court Defendants will continue to engage in such
28 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should

1 make such orders or judgments, including the appointment of a receiver, as may be necessary to
2 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
3 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
4 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
5 failed to pay.

6 **NINTH CAUSE OF ACTION**

7 **CIVIL PENALTIES**

8 **(Lab. Code §§ 2698 *et seq.*)**

9 1. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

10 2. During the applicable limitations period, Defendants have violated Labor Code §§
11 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1174, 1174.5,
12 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

13 3. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
14 **Error! Reference source not found.** and other current and former employees, to bring a
15 representative civil action to recover civil penalties pursuant to the procedures set forth in Labor
16 Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code
17 of Civil Procedure section 382.

18 4. Plaintiff, a former employee against whom Defendants committed one or more of
19 the alleged Labor Code violations during the applicable limitations period, is an aggrieved
20 employee within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as
21 a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly
22 employees of Defendants within the state of California from one year prior to the date of this letter
23 and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to
24 herein as “Aggrieved Employees”)

25 5. Plaintiff has complied with the procedures for bringing suit specified in Labor
26 Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
27

28 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants’ violations
of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by
Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
2 intent to investigate.

3 6. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
4 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226.8,
5 226(a), 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

6 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198
7 and 2802, one hundred dollars (\$100) for each employee per pay period for
8 each initial violation and two hundred dollars (\$200) for each employee per
9 pay period for each subsequent violation (penalties set by Labor Code §
10 2699(f)(2));

11 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
12 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);

13 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
14 employee for each initial violation that was neither willful nor intentional,
15 two hundred dollars (\$200) for each employee, plus 25% of the amount
16 unlawfully withheld from each employee, for each initial violation that was
17 either willful or intentional, and two hundred dollars (\$200) for each
18 employee, plus twenty-five percent (25%) of the amount unlawfully
19 withheld from each employee, for each subsequent violation, regardless of
20 whether the subsequent violation was either willful or intentional (penalties
21 set by Labor Code § 210);

22 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
23 employee for each initial violation that was neither willful nor intentional,
24 two hundred dollars (\$200) for each employee, plus twenty-five percent
25 (25%) of the amount unlawfully withheld from each employee, for each
26 initial violation that was either willful or intentional, and two hundred
27 dollars (\$200) for each employee, plus twenty-five percent (25%) of the
28 amount unlawfully withheld from each employee, for each subsequent

violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. For violations of Labor Code § 226.8 no less than \$5,000 and no more than \$25,000 for each violation;

ix. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

- (1) An order that the action be certified as a class action;
- (2) An order that Plaintiff be appointed class representative;
- (3) An order that counsel for Plaintiff be appointed class counsel;

- (4) Unpaid wages and overtime;
- (5) Actual damages;
- (6) Liquidated damages;
- (7) Unreimbursed expenses;
- (8) Restitution;
- (9) Declaratory relief;
- (10) Pre-judgment interest;
- (11) Statutory penalties;
- (12) Civil penalties;
- (13) Costs of suit;
- (14) Reasonable attorneys' fees; and
- (15) Such other relief as the Court deems just and proper.

DATED: November 9, 2023

D.LAW, INC.

By


Emil Davtyan
David Yeremian
David Keledjian
Attorneys for Plaintiff
AARON ALEXANDER ARNOLD
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: November 9, 2023

D.LAW, INC.

By


Emil Davtyan
David Yeremian
David Keledjian
Attorneys for Plaintiff
AARON ALEXANDER ARNOLD
and the putative class

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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 880 E Broadway, Glendale, CA 91205.

Sarandar Newell, Agent for Service of Process
Valley Specialty Nursing Care, Inc.
13373 Orange Rd.
Wilton, CA 95693

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[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.


Jordan Floyd