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

Andrew James Estes, individually and
on behalf of all similarly situated
individuals,

Plaintiff,

vs.

Marshall Medical Center., a California
nonprofit corporation; and **Does 1-10**,
inclusive;

Defendants.

CASE NO. 26CV005803

CLASS ACTION COMPLAINT FOR:

- 1) Failure to Pay Minimum Wage for All Hours Worked (Lab. Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198);**
- 2) Failure to Pay Overtime Wages (Lab. Code §§ 510 and 1198);**
- 3) Failure to Provide Meal Periods or Premium Pay In Lieu Thereof (Cal. Lab. Code §§ 226.7 and 1198);**
- 4) Failure to Provide Rest Periods or Premium Pay In Lieu Thereof (Cal. Lab. Code §§ 226.7 and 1198);**
- 5) Failure to Provide and Maintain Complete and Accurate Wage Statements (Lab. Code §§ 226 and 1174);**
- 6) Failure to Provide Wages When**

1 Plaintiff, Andrew James Estes, hereby brings this action on behalf of himself and all other
2 similarly situated current and former employees, by and through his counsel of record, and alleges
3 as follows:

4 **PARTIES**

5 1. At all relevant times for this Complaint, Plaintiff **Andrew James Estes**
6 (“Plaintiff”) is a resident of Sacramento County, California. Plaintiff was an hourly, non-exempt
7 employee of Defendants, earning \$24.65 per hour as an Acute Care Assistant from approximately
8 October 10, 2024 to June 25, 2025. Plaintiff has been subject to the policies and practices
9 described in this complaint at all times during his employment by Defendants.

10 2. Defendant **Marshall Medical Center** (“Marshall” or “Defendants”) is a California
11 nonprofit corporation with a principal place of business located at 1100 Marshall Way, Placerville,
12 El Dorado County, CA 95667. Marshall Medical Center is an independent healthcare provider and
13 acute care hospital that has been in operation since 1959. Marsh has more than 100 beds, several
14 regional clinics, and provides comprehensive services including a Level III Trauma Center, cancer
15 care via affiliation with UC Davis Health, and advanced technology, such as the ZeroG 3D physical
16 therapy system with a hospital in Placerville and additional outpatient facilities in Cameron Park,
17 El Dorado Hills, and Georgetown, California. On information and belief, Marshall employs at least
18 1,000 hourly, non-exempt employees.

19 3. Plaintiff is not currently aware of the names and true identities of defendants Does
20 1-10. Plaintiff reserves the right to amend this complaint to allege their true names and capacities
21 when this information is available. Each Doe defendant is responsible for the damages alleged
22 pursuant to each of the causes of action asserted, either through its own conduct, or vicariously
23 through the conduct of others. All further references in this complaint to any of the named
24 Defendants includes the fictitiously named defendants.

25 4. At all times alleged herein, each Defendant was an agent, servant, joint employer,
26 employee, partner, and/or joint venture of every other Defendant and was acting within the scope
27 of the Defendants’ relationship. Moreover, the conduct of every Defendant was ratified by each
28 other Defendant.

1 **VENUE AND JURISDICTION**

2 5. The court has jurisdiction over all causes of action in this complaint pursuant to
3 Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely
4 on California statutes and law, including the Labor Code and the Business & Professions Code.
5 Because putative class members were employed by Defendants, the policies and practices
6 complained of herein were implemented in Sacramento County from where Defendants employed
7 Plaintiff and/or employ putative class members, and Defendants also transact business within
8 Sacramento County. Thus, Defendants are within the jurisdiction of this court for service of
9 process. Moreover, Business & Professions Code § 17204 provides that any person acting on their
10 own behalf may bring an action in any court of competent jurisdiction.

11 6. Venue as to Defendants is proper in this Superior Court pursuant to California Code
12 of Civil Procedure § 395. Defendants transact business and/or have offices in this county, employ
13 putative class members in this County, and the acts and omissions alleged herein took place in this
14 county. Moreover, this action is brought on behalf of the State of California as a private attorney
15 general and has jurisdiction in this venue.

16 **CLASS ACTION ALLEGATIONS**

17 7. As part of its operational policies and practices, Defendants required Plaintiff and
18 certain other Class Members to work under a “12/40 Alternative Work Schedule” (AWS) that was
19 not lawfully adopted as it was not registered with the California Department of Industrial
20 Relations. Defendants in turn failed to accurately compensate Plaintiff and other Class Members
21 who were required to work their unlawful 12-hour workday shifts and 40 hours in a workweek
22 schedule, which could vary “in a particular day and/or a particular workweek based on the
23 Organization’s staffing needs.” Class Members who were assigned to this unlawful AWS were also
24 told they had to work a certain number of hours and shifts contingent on accepting Defendants’
25 job offer.

26 8. However, Defendants did not properly compensate Plaintiff and other Class
27 Members for working 12-hour workday shifts because Defendants failed to lawfully implement its
28 intended AWS by not registering for such with the California Department of Industrial Relations

1 and thus not complying with the administrative requirements for imposing an AWS. Thus,
2 Defendants underpaid Plaintiff and Class members for all hours worked. These policies and
3 practices resulted in the Class being deprived of at least minimum wage for all hours worked, and
4 being deprived of earned overtime and/or double-time wages.

5 9. Separately and apart from their illicit AWS, Defendants have implemented a uni-
6 form time clock rounding policy that results in Class Members being consistently denied minimum
7 wages and overtime compensation for all hours worked. Rather than paying wages based on time
8 actually worked, Defendants round each clock-in and clock-out time to the “nearest tenth of an
9 hour,” regardless of when an employee clocks in to start and/or end a shift, resulting, upon infor-
10 mation and belief, in the systematic underpayment of employee wages over time and in the aggre-
11 gate.

12 10. Further, as a matter of uniform and systematic policy, Defendants also failed to
13 authorize and/or permit non-exempt employees to take bona fide meal and rest breaks pursuant
14 to Labor Code § 226.7 based on several uniform policies and practices.

15 11. *First*, Defendants operated under an express uniform and systematic policy or
16 practice that interfered with Plaintiff’s and the Class’s ability to take compliant meal periods and
17 required or pressured employees to interrupt breaks, work through, or remain under Defendants’
18 control by requiring employees to agree to a “Meal Period Waiver/Scheduling Election Form” as
19 a condition of employment and despite not complying with the requirements for a valid meal
20 period waiver or agreement.

21 12. *Second*, Defendants operated under an express uniform and systematic policy or
22 practice that discouraged and/or deterred Plaintiff and Class Members from taking lawful meal
23 and periods because of understaffing, interruptions, and/or they were instructed to prioritize
24 completing assigned tasks, such as attending to patients, over taking timely meal periods: “I
25 understand that on shifts where I work more than 5 hours but not more than 10 hours I am entitled
26 to one 30-minute unpaid, off-duty meal period . . . [i]n order to ensure proper coverage while
27 accommodating employee preference . . . [b]y checking this box, I voluntarily elect to have my
28 meal period provided after 5 hours of work.”

13. *Third*, as a result of its rounding policies, Defendants' rounding policy resulted in short or truncated meal periods being considered a full 30-minute meal period for payroll and premium pay purposes.

14. *Fourth*, on information and belief, Defendants operated under an express uniform and systematic policy or practice that prioritized Plaintiff and Class Members working over taking lawfully compliant rest breaks: ". . .rest periods may be authorized at different times, based on patient care or other business needs[]" resulting in Plaintiff and the Class's inability to take lawfully compliant rest break.

15. Accordingly, Defendants failed to authorize and permit compliant meal and rest periods as required by law. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying premium wages compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

16. Additionally, on information and belief, Defendants further operate under a uniform and systemic policy or practice that fails to accurately reimburse Plaintiff and Class Members for necessary business expenditures, such as using their personal cellular phones and/or personal vehicles to discharge their duties.

17. Plaintiff therefore brings this action on behalf of himself and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked at least one 3.5-hour shift as a non-exempt direct-hire or agency employee for Defendant in the State of California from the period four years prior to the filing of the Action and the date of trial ("Class").

18. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, policies, and disciplinary records.

19. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 1,000 Class Members have been employed as non-exempt employees by Defendants within the state of California. The number of Class Members is sufficiently numerous such that joinder of all

members is impossible or impracticable.

20. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of Class Members in all relevant respects.

21. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands his obligation to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff have incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

22. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

- a. Whether Defendants had a common policy and/or practice regarding a "12/40 Alternative Work Schedule" for non-exempt employees' to the detriment of those employees;
- b. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members at a minimum wage rate for all hours worked as a result of its "12/40 Alternative Work Schedule" policies;
- c. Whether Defendants have a common policy and/or practice of failing to pay all applicable wages to employees to the detriment of those employees;
- d. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required overtime wages as a result of its sick

time policies;

- e. Whether Defendants have a common policy and/or practice of failing to accurately record non-exempt employees' time;
- f. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required overtime wages as a result of its rounding policies;
- g. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required minimum wages as a result of its rounding policies;
- h. Whether Defendants unlawfully and/or willfully failed to pay all required meal period premiums to Plaintiff and Class Members as a result of its rounding policies;
- i. Whether Defendants unlawfully required Plaintiff and Class Members to remain under Defendants' control and direction while off-the-clock;
- j. Whether Defendants have a common policy and/or practice by which they implemented an auto-deduct of 30 minutes or more for employees for meal periods regardless of whether employees took a meal period or its actual length;
- k. Whether Defendants' auto-deduct policy and practice unlawfully deprives employees of wages earned;
- l. Whether Defendants had a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal, on-duty, and/or rest periods;
- m. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty, on-duty, meal and/or rest periods;
- n. Whether Defendants' common policy and/or practice under its "Meal Period Waiver/Scheduling Election Form" deprives Class Members of compliant, off-duty, on-duty, meal and/or rest periods;

- 1 o. Whether Defendants' common policy and/or practice of what it characterizes
2 as a "Voluntary Meal Period Scheduling Election" deprives Class Members of
3 compliant, off-duty, on-duty, meal periods;
- 4 p. Whether Defendants paid Plaintiff and Class Members all required premium
5 wages for non-compliant meal and/or rest periods;
- 6 q. Whether Defendants have a common policy and/or practice of failing to
7 reimburse employees for necessary business expenditures;
- 8 r. Whether Defendants have a common policy and/or practice of denying
9 employees non-discretionary bonus wages earned;
- 10 s. Whether Defendants have a common policy and/or practice of failing to
11 maintain accurate payroll records in the State of California;
- 12 t. Whether Defendants unlawfully and/or willfully failed to maintain accurate
13 payroll records in the State of California;
- 14 u. Whether Defendants have a common policy and/or practice of failing to
15 provide accurate wage statements reflecting hours worked and wages earned
16 to Plaintiff and Class Members;
- 17 v. Whether Defendants unlawfully and/or willfully failed to provide accurate
18 wage statements reflecting hours worked and wages earned to Plaintiff and
19 Class Members;
- 20 w. Whether Defendants have a common policy and/or practice of failing to
21 comply with records requests from Plaintiff and Class Members in the State
22 of California in violation of Labor Code §§ 226 and 1198.5;
- 23 x. Whether Defendants have a common policy and/or practice of failing to
24 reimburse Plaintiff and Class Members for reasonable business expenses;
- 25 y. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff
26 and Class Members for reasonable business expenses;
- 27 z. Whether Defendants have a policy and/or practice of failing to timely pay
28 wages during employment in violation of Labor Code §§ 204, 210;

- 1 aa. Whether Defendants has a policy and/or practice of failing to pay Plaintiff
2 and Class Members final wages owed upon termination;
3 bb. Whether Defendants unlawfully and/or willfully failed to promptly pay
4 compensation due to Plaintiff and Class Members upon termination of
5 employment in violation of Labor Code §§ 201, 202, and 203;
6 cc. Whether Plaintiff and Class Members sustained damages as a result of any of
7 the aforementioned violations, and, if so, the proper measure of those
8 damages, including interest, penalties, costs, attorneys' fees, and equitable
9 relief; and
10 dd. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
11 Code § 17200, et seq., by violating the above provisions of law.
12 ee. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
13 Code § 17200, *et seq.*, by treating Plaintiff and Class Members unfairly by
14 depriving them of meal and/or rest periods, failing to provide them with
15 compensation in lieu of meal and/or rest periods, failing to pay all regular and
16 overtime and double-time wages earned, failing to pay wages upon
17 termination, failing to reimburse business expenses, failing to comply with
18 sick leave laws, failing to furnish accurate and timely itemized wage
19 statements upon payment of wages, and failing to timely pay all
20 compensation due during employment and upon discharge.

21 23. **Superiority.** A class action is superior to other available means for the fair and
22 efficient adjudication of this dispute. The damages suffered by individual Class Members, while
23 substantial, are small compared to the burden and expense of individual prosecution of the
24 complex and expensive litigation necessary to address Defendants' conduct. Even if Class
25 Members themselves could afford individual litigation, the court system would be overwhelmed
26 by individual lawsuits if all Class Members sought redress. In addition, individualized litigation
27 increases the delay and expense to all parties and to the court system resulting from the complex
28 legal and factual issues of this case. Individualized litigation also presents a potential for

1 inconsistent or contradictory judgments. By contrast, the class action device presents far fewer
2 management difficulties; it allows the hearing of claims which might otherwise go unaddressed
3 because of the relative expense of bringing individual lawsuits, and it provides the benefits of
4 single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff
5 contemplates providing individual notice to members of the class defined above as identified
6 through Defendants' records.

7 **CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**

9 ***California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198***

10 ***Unpaid Minimum Wages for All Hours Worked***

11 **(Plaintiff and Class Against Defendants)**

12 24. Plaintiff incorporates by reference every allegation in this complaint as if fully set
13 forth herein.

14 25. California law requires employers to compensate employees for all time that an
15 employee is "suffered or permitted to work," which includes all time "when any employer 'directs,
16 commands or restrains' an employee." *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575,
17 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11070 ("Hours worked"
18 means the time during which an employee is subject to the control of an employer and includes all
19 the time the employee is suffered or permitted to work, whether or not required to do so.")).

20 26. Defendants employed a timeclock rounding policy that consistently and as a matter
21 of common policy and practice that resulted, over time, in the failure to compensate Class Mem-
22 bers properly for all the time they actually worked. While Defendants captured employee work
23 time to the minute, rather than pay punch to punch Defendants rounded each clock-in and clock-
24 out time to the "nearest tenth of an hour," regardless of when an employee clocks in to start and/or
25 end a shift, resulting, upon information and belief, in the systematic underpayment of employee
26 wages over time and in the aggregate.

27 27. Defendants' rounding policy is illegal and deprives employees of compensation for
28

all time suffered or permitted to work.¹ See *Camp v. Home Depot U.S.A., Inc.*, 84 Cal. App. 5th 638, 644 (2022), review granted Feb. 1, 2023, S277518 (reversing summary judgment where defendant “could and did track the exact time in minutes that an employee worked each shift” and the records showed the plaintiff was not paid for all time worked) see also *Woodworth v. Loma Linda Univ. Med. Ctr.*, 93 Cal. App. 5th 1038, 1056–57 (2023), reh’g denied (Aug. 17, 2023) (“[T]he evidence showed that the medical center’s computer-based timekeeping system captured the employees’ time to the minute and took the extra step of rounding the time punches. Because the medical center could and did capture the exact number of minutes that employees worked, it must pay the employees for ‘all the time’ worked.”).²

28. Separately and apart from the foregoing, Defendants implemented a uniform “12/40 Alternative Work Schedule” policy and practice that resulted in Plaintiff and Putative Class Members being consistently denied accurate wage compensation for all hours worked. Defendants failed to accurately record and/or compensate Plaintiff and Putative Class Members for actual wage rates owed and instead utilized a “12/40 Alternative Work Schedule” practice that systemically resulted in the underpayment of wages for all hours worked. Importantly, that Alternative Work Schedule has not been lawfully adopted as it is not registered with the Department of Industrial Relations for Acute Care Assistants working in Defendants’ Medical Surgical department.

29. Defendants failed to accurately record and/or compensate Plaintiff and Putative Class Members, for their actual accurate wages compensation owed for all hours worked. Upon information and belief, Defendants implemented other practices that deprived employees of pay for all hours worked but that are currently unknown to Plaintiff.

¹ Defendants’ rounding policy is also not “neutral” on its face or application. Defendants’ policies indicate that a Class Member who clocks in after the start of their shift or clocks out before the end of their shift (which would result in gaining time under a rounding system) is subject to discipline, but that an employee who clocks in prior to the start of their shift or after the end of their shift (which would result in losing time under a rounding system) is not.

² While California Supreme Court review is pending, *Camp* may be cited for its persuasive value. See Cal. Rules of Court, Rule 8.1115(e)(1).

30. Defendants knew or should have known that Plaintiff and Class Members were not being adequately and/or fully compensated for all time as required by law.

31. This conduct blatantly and willfully violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

32. As a result of Defendants' failure and refusal to comply with California law, Plaintiff and Class Members are entitled to recover actual and liquidated damages for the unpaid time, plus injunctive relief and reasonable attorney's fees and costs. Lab. Code §§ 1194, 1197.1.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Unpaid Overtime

(Plaintiff and Class Against Defendants)

33. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

34. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

35. Plaintiff and Class Members who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

36. Throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week, because all hours worked were not recorded as a direct consequence of Defendants' rounding policy and/or failure to compensate employees for all time

1 worked.

2 37. Throughout the Class Period, Plaintiff and other Class Members were not paid
3 overtime and/or double-time premiums for all of the hours they worked in excess of eight hours
4 in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day
5 of work in a workweek, and in excess of forty hours in a week, because all hours worked were not
6 recorded as a direct consequence of Defendants' unlawful "12/40 Alternative Workweek Schedule"
7 and/or "Meal Period Waiver/Scheduling Election Form" policies and practices and/or other
8 failures to compensate employees for all time worked.

9 38. Defendants knew or should have known that its policies and practices resulted in
10 Plaintiff and Class Members working unpaid overtime but failed to pay it at the correct regular
11 rate.

12 39. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover
13 their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

14 **THIRD CAUSE OF ACTION**

15 ***California Labor Code §§ 226.7, 512(a), and 1198***

16 ***Failure to Provide Meal Periods or Premium Pay In Lieu Thereof***

17 **(Plaintiff and Class Against Defendants)**

18 40. Plaintiff incorporates by reference every allegation in this complaint as if fully set
19 forth herein.

20 41. At all times relevant to this complaint, Defendants knew they were obligated to
21 provide legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code
22 §§ 512 and 226.7. Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an
23 employee for a work period of more than five hours per day without providing the employee with
24 a meal period of not less than 30 minutes. An employer may not employ an employee for a work
25 period of more than 10 hours per day without providing the employee with a second meal period
26 of not less than 30 minutes."

27 42. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require
28 an employee to work during any meal period mandated by an applicable order of the IWC. "An

1 off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-
2 minute meal period . . . an employer’s obligation is to provide an off-duty meal period: an
3 uninterrupted 30-minute period during which the employee is relieved of all duty.” *Brinker Rest.*
4 *Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

5 43. Since at least four years prior to the filing of this action, Defendants consistently
6 denied their non-exempt employees the opportunity to take compliant 30-minute meal periods in
7 accordance with the above mandates.

8 44. Upon information and belief, Defendants’ rounding policy applied to meal period
9 clock-in and clock-outs and frequently resulted in automatic adjustments to time records for meal
10 periods that were less than 30-minutes but characterized for payroll purposes as having lasted for
11 30-minutes. *See Donohue v. Amn Servs.*, 11 Cal.5th 58, 69 (Cal. 2021) (“By requiring premium pay
12 for any violation, no matter how minor, the structure makes clear that employers must provide
13 compliant meal periods whenever such a period is triggered. This corroborates the conclusion that
14 rounding is improper []. A premium pay scheme that discourages employers from infringing on
15 meal periods by even a few minutes cannot be reconciled with a policy that counts those minutes
16 as negligible rounding errors.”).

17 45. Defendants also operated under a uniform and systematic express policy that
18 interfered with Plaintiff’s and the Putative Class’s ability to take compliant meal periods and
19 required or pressured employees to interrupt breaks, work through, or remain under Defendants’
20 control by requiring employees to agree to a “Meal Period Waiver” as a condition of employment.

21 46. Defendants also operated under a uniform and systematic express policy that
22 violated employees’ meal period rights and protections by requiring certain Class Members to
23 agree to remain on premises: “Generally, employees are free to leave the premises during their off-
24 duty meal period. However, designated direct patient care employees may be required to remain
25 on the premises during their off-duty meal period due to the nature of their position and necessity
26 to respond to emergencies in a timely manner. Under these circumstances, the meal period is still
27 considered off-duty so long as the employee is not interrupted during their meal period for work-
28 related responsibilities.” However, the “nature of their position” and work did not always meet the

1 legal requirements necessary to impose an on-duty meal period.³

2 47. Defendants further operated under a uniform and systematic express policy that
3 deterred and/or discouraged employees from taking timely lawful meal periods and/or prioritized
4 completing assigned tasks over taking breaks: “I understand that on shifts where I work more than
5 5 hours but not more than 10 hours I am entitled to one 30-minute unpaid, off-duty meal period .
6 . . [i]n order to ensure proper coverage while accommodating employee preference . . . [b]y
7 checking this box, I voluntarily elect to have my meal period provided after 5 hours of work.” This
8 “election” was nothing of the sort and was required by Defendants as a condition of employment.

9 48. Defendants’ policies and practices served to deprive the Class of a full 30-minute
10 meal break free of employer control or relieved of all duties. Upon information and belief,
11 employees were required to skip meal breaks, interrupt meal breaks, take meal breaks after the
12 fifth hour of work, or work through them due to Defendants’ policies and practices.

13 49. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as a
14 result of Defendants’ formal policies and practices. By failing to consistently provide
15 uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to
16 Plaintiff and Class Members.

17 50. Defendants also failed to pay all required premium payments for the non-compliant
18 breaks described above. In addition, upon information and belief, Defendants improperly shifted
19 the burden of providing premium payments to Class Members by requiring them to affirmatively
20 identify non-compliant breaks and/or fill out forms to receive premiums even when Defendants
21 time keeping or other payroll systems detected facial violations.

22 51. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to
23 recover from Defendants an additional hour of pay at their regular rates of pay for each shift in
24 which a required meal period was not provided.

25
26 ³ The “nature of the work” exception applies in very narrow situations (namely, where there is an
27 external force requiring employee to be on duty at all times and where the employee is the sole
28 employee). *See Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 266 (2016), *as modified on*
denial of reh’g (Mar. 15, 2017) (on duty exception is “exceedingly narrow”); *Abdullah v. U.S. Sec.*
Assocs., Inc., 731 F.3d 952, 959 (9th Cir. 2013).

1 **FOURTH CAUSE OF ACTION**

2 ***Labor Code §§ 226.7 and 1198***

3 ***Failure to Provide Rest Periods or Premium Pay in Lieu Thereof***

4 **(Plaintiff and Class Against Defendants)**

5 52. Plaintiff incorporates by reference every allegation in this complaint as if fully set
6 forth herein.

7 53. At all times relevant to this complaint, Defendants knew they were obligated to
8 provide compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

9 54. Labor Code § 226.7 provides:

10 (a) No employer shall require any employee to work during any meal or
11 rest period mandated by an applicable order of the Industrial Welfare
12 Commission.

13 (b) If any employer fails to provide an employee a meal period or rest
14 period in accordance with an applicable order of the Industrial Welfare
15 Commission, the employer shall pay the employee one additional hour of
16 pay at the employee's regular rate of compensation for each work day that
17 the meal or rest period is not provided.

18 55. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an
19 employee to work during any rest or meal period mandated by an applicable order of the IWC,
20 including the applicable Wage Order. Employers must authorize and permit employees to be
21 relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of
22 rest." *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

23 56. Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see*
24 *also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at*
25 https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on
26 the work premises during my rest period? A. No, your employer cannot impose any restraints not
27 inherent in the rest period requirement itself.").

28 57. Defendants failed to authorize or permit all required compliant paid rest periods for

1 shifts between 3.5 and ten hours. Defendants further failed to authorize or permit a compliant
2 third rest period for shifts in excess of 10 hours. Defendants also failed to implement a lawful rest
3 period policy that relieved Plaintiff and Class Members from all duties and/or allowed them to
4 leave their jobsite during rest periods.

5 58. Specifically, on information and belief, Defendants operated under a uniform and
6 systematic policy or practice that discouraged and/or deterred Plaintiff and Class Members from
7 taking lawful rest periods because of understaffing, interruptions, and/or they were instructed to
8 prioritize completing assigned tasks over taking breaks, including interfering with employees'
9 ability to take their rest breaks.

10 59. Defendants' policies and practices served to deprive the Class of a full 10-minute
11 paid rest breaks free of employer control or relieved of all duties. Upon information and belief,
12 employees were required to skip breaks, interrupt breaks, or work through them due to
13 Defendants' policies and practices. Employees are also not clearly authorized to leave the premises
14 during their rest periods (in contrast to the affirmative authorization in Defendants' meal period
15 policy).

16 60. Defendants also failed to pay all required premium payments for the non-compliant
17 breaks described above. In addition, upon information and belief, Defendants improperly shifted
18 the burden of providing premium payments to Class Members by requiring them to affirmatively
19 identify non-compliant breaks and/or fill out forms to receive premiums even when Defendants
20 time keeping or other payroll systems detected facial violations.

21 61. Pursuant to the applicable Wage Order and Labor Code § 226.7(b), Plaintiff and
22 Class Members are entitled to recover from Defendants an additional hour of pay at their regular
23 rates of pay for each shift that a compliant rest period was not provided. Defendants were aware
24 that their actions were a violation of applicable law but consistently refused to pay premium pay
25 as required by law.

1 **FIFTH CAUSE OF ACTION**

2 ***Labor Code §§ 226 and 1174***

3 ***Failure to Provide Complete and Accurate Wage Statements***

4 **(Plaintiff and Class Against Defendants)**

5 62. Plaintiff incorporates by reference every allegation in this complaint as if fully set
6 forth herein.

7 63. Labor Code § 226 requires employers to furnish employees with an accurate,
8 itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours
9 worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net
10 wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of
11 the employee and the last four digits of his or her social security number; (7) the name and address
12 of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay
13 period and the corresponding number of hours worked at each hourly rate by the employee.

14 64. At all times relevant to this complaint, Defendants' rounding policy ensured that
15 Class Members' itemized wage statements did not reflect the true number of hours worked by the
16 employee, and thus inaccurately reflected the amount of gross and net wages earned for both
17 minimum and/or overtime wages. In addition, Defendants' failure to pay premium wages for
18 missed meal and/or rest periods further ensured that Class Members' wage statements
19 inaccurately reflected gross and net wages earned.

20 65. Defendants have also failed to keep accurate payroll records for Plaintiff and Class
21 Members in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate
22 payroll records reflecting hours worked and wages earned has impeded Plaintiff and Class
23 Members' ability to calculate unpaid wages earned.

24 66. Injury. Defendants knowingly and intentionally failed to comply with Labor Code
25 § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly
26 situated were injured by these failures because, among other things, they were confused about
27 whether they were paid properly and/or they were misinformed about how much compensation
28 was owed. These damages include, but are not limited to, costs incurred calculating the correct net

1 wages for each pay period and the amount of employment taxes that were not paid to state and
2 federal tax authorities.

3 67. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result
4 of not being provided with an accurate itemized wage statement is entitled to recover the greater
5 of all actual damages suffered or fifty (\$50) dollars for the initial violation and one hundred (\$100)
6 dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g),
7 Plaintiff and all others similarly situated are entitled to injunctive relief to ensure Defendant's
8 compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

9 **SIXTH CAUSE OF ACTION**

10 ***Labor Code §§ 201, 202, 203, and 204***

11 ***Failure to Pay Wages When Due***

12 **(Plaintiff and Class Against Defendants)**

13 68. Plaintiff incorporates by reference every allegation in this complaint as if fully set
14 forth herein.

15 69. Labor Code § 201 provides, in relevant part, that:

16 If an employee not having a written contract for a definite period quits his
17 or her employment, his or her wages⁴ shall become due and payable not later
18 than 72 hours thereafter, unless the employee has given 72 hours previous
19 notice of his or her intention to quit, in which case the employee is entitled
20 to his or her wages at the time of quitting. Notwithstanding any other
21 provision of law, an employee who quits without providing a 72-hour notice
22 shall be entitled to receive payment by mail if he or she so requests and
23 designates a mailing address. The date of the mailing shall constitute the
24 date of payment for purposes of the requirement to provide payment within
25

26
27 ⁴ Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every
28 description, whether the amount is fixed or ascertained by the standard of time, task, piece, com-
mission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if
the labor to be paid for is performed personally by the person demanding payment."

72 hours of quitting.

70. Defendants do not include definite periods of service in their contracts of employment for Class Members employed at their California facility. Plaintiff's contract of employment did not include a definite term.

71. Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

72. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

73. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay the minimum wages, overtime wages, and/or meal and rest period premiums resulting from its deficient timekeeping and meal and rest period policies.

74. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay the earned rest and/or meal period premiums and earned minimum wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

75. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and 202. Plaintiff and formerly employed Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of

1 pay, up to a 30-day maximum penalty under Labor Code § 203.

2 **SEVENTH CAUSE OF ACTION**

3 ***California Labor Code § 2802***

4 ***Failure to Reimburse Necessary Business Expenses***

5 **(Plaintiff and Class Against Defendants)**

6 76. Plaintiff incorporates by reference every allegation in this complaint as if fully set
7 forth herein.

8 77. Labor Code section 2802 provides that “[a]n employer shall indemnify his or his
9 employee for all necessary expenditures or losses incurred by the employee in direct consequence
10 of the discharge of his or his duties, or of his or his obedience to the directions of the employer.”
11 Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing
12 off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s*
13 *Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

14 78. Defendants required Plaintiff and Class Members to use their personal cellular
15 phones and vehicles in the regular course of employment by downloading and installing the mo-
16 bile applications Workday and ShiftWizard to view work schedules and/or participate in commu-
17 nications with Defendants’ supervisors, management, and/or human resources personnel, and
18 used their personal vehicles to drive between jobsites from Placerville to Cameron Park during
19 shifts.

20 79. On information and belief, Defendants failed to reimburse a reasonable portion of
21 the Class Members’ personal cellphone and vehicle related expenses despite requiring the use of
22 the device and/or vehicle. *See Cochran v. Schwan’s Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144
23 (“We hold that when employees must use their personal cell phones for work related calls, Labor
24 Code section 2802 requires the employer to reimburse them. Whether the employees have cell
25 phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable
26 percentage of their cell phone bills.”).

27 80. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for a
28 reasonable portion of the incurred expenses, to be determined upon trial, plus reasonable attor-

neys' fees and costs. Lab. Code § 2802.

EIGHTH CAUSE OF ACTION

California Business & Professions Code §§ 17200, et seq.

Unlawful Business Practices

(Plaintiff and Class Against Defendants)

81. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

82. Defendants are a "person(s)" as defined by California Business & Professions Code § 17201, as they are a natural person, corporations, firms, partnerships, joint stock companies, and/or associations.

83. Unlawful Business Practices. Defendants' knowing violations of the Labor Code constitutes an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

84. Defendants' failure to abide by the laws discussed herein provided Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cuts corners in the name of higher profits and at the expense of employee well-being. Defendants' actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, et seq.

85. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendant's willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

86. Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

- 1 A. For an Order:
- 2 a. Certifying the Class;
- 3 b. Appointing Plaintiff as representative of the Class;
- 4 c. Appointing Plaintiff's counsel as Class Counsel;
- 5 B. For actual and liquidated damages according to proof at trial;
- 6 C. For statutory and civil penalties and special damages, according to proof at trial;
- 7 D. For pre- and post-judgment interest on monetary damages;
- 8 E. For preliminary and permanent injunctive relief;
- 9 F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law;
- 10 and
- 11 G. For such other relief as this Court deems just and proper.

12

13 Dated: March 6, 2026

Respectfully submitted,
KING & SIEGEL LLP

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16 By: 
Elliot J. Siegel, Esq.
Attorneys for Plaintiff and the Putative Class

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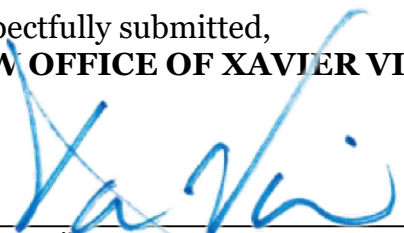
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19 Dated: March 6, 2026

Respectfully submitted,
LAW OFFICE OF XAVIER VILLEGAS, APC

20

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22 By: 
Xavier Villegas, Esq.
Attorney for Plaintiff and the Putative Class

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