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County of Los Angeles
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SARAH CORSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

RADNET MANAGEMENT, INC.;
RADNET MANAGEMENT I, INC.;
RADNET MANAGEMENT II, INC.;
RADNET MANAGEMENT III, INC.;
RADNET MANAGED IMAGING
SERVICES, INC.; RADNET SUB, INC.;
RADNET, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23STCV28438

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation in Lieu Thereof;
3. Failure to Permit Rest Periods or Provide Compensation in Lieu Thereof;
4. Knowing and Intentional Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violations of the Unfair Competition Law; and
8. Violations of the Private Attorneys General Act of 2004

JURY TRIAL DEMANDED

1 Plaintiff SARAH CORSON (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this class and representative action complaint (“Complaint”) against
3 Defendants RADNET MANAGEMENT, INC; RADNET MANAGEMENT I, INC.; RADNET
4 MANAGEMENT II, INC.; RADNET MANAGEMENT III, INC.; RADNET MANAGED
5 IMAGING SERVICES, INC.; RADNET SUB, INC.; RADNET, INC.; and DOES 1 through 50,
6 inclusive (collectively, “Defendants”), and alleges with knowledge with respect to her own acts
7 and on information and belief as to other matters as follows:

8 **INTRODUCTION**

9 1. This proposed class action, pursuant to California Code of Civil Procedure section
10 382, is brought by Plaintiff individually and on behalf of all current and former non-exempt
11 employees employed by Defendants in California during the Class Period (collectively the “Class”
12 or “Class Members”). The term Class Period is defined as four years and 178 days¹ prior to the
13 filing of this action to the date of class certification.

14 2. This proposed class and representative action seeks, *inter alia*, unpaid wages
15 (including minimum, regular, overtime, and double time wages), compensation for non-compliant
16 meal periods and rest breaks, waiting time penalties, itemized wage statement penalties, business
17 expense reimbursements, liquidated damages, interest, reasonable attorneys’ fees, and costs.
18 Plaintiff’s class action is brought under, *inter alia*, the California Industrial Welfare Commission
19 (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations, California
20 Business & Professions Code sections 17200 *et seq.*, California Civil Code section 3289, California
21 Code of Civil Procedure section 1021.5, and California Labor Code (“Labor Code”) sections 200,
22 201, 202, 203, 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 227.3, 232.5(c), 233, 234, 246,
23 432.5, 500, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698
24 *et seq.*, 2800, 2802, 2804, 6400, 6401, 6401.7, 6402, and 6403.

25 3. Under the California Unfair Competition Law, Business and Professions Code
26 sections 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this

27
28 ¹ Emergency Rule 9 provides: “Notwithstanding any other law, the statutes of limitations and repose for
civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”

1 statute, Plaintiff, on behalf of herself and the proposed Class, seeks declaratory relief, injunctive
2 relief, and restitution of all benefits Defendants have received from their employees due to their
3 unlawful business practices, including but not limited to, their failure to timely provide minimum,
4 regular, overtime, and double time compensation due for all hours worked, failure to reimburse
5 business expenses, failure to provide compliant meal periods and rest breaks to their employees or
6 compensation in lieu thereof, and failure to provide accurate itemized wage statements.

7 4. Plaintiff also brings this representative action pursuant to the Private Attorneys
8 General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf
9 of herself individually and other aggrieved employees who are and were employed by Defendants
10 as non-exempt employees, throughout California during the PAGA Period. The term PAGA Period
11 is defined as one (1) year prior to Plaintiff’s notice of Labor Code violations to the Labor and
12 Workforce Development Agency (“LWDA”) and Defendants until judgment.

13 **JURISDICTION AND VENUE**

14 5. This Court has jurisdiction over all causes of action asserted herein pursuant to the
15 California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction
16 in all cases except those given to other trial courts. All claims alleged herein arise under California
17 law for which Plaintiff seeks relief authorized by California law. Further, this is a class action
18 pursuant to California Code of Civil Procedure section 382 and representative action pursuant to
19 PAGA. As such, the monetary damages, restitution, penalties, and other amounts sought by Plaintiff
20 exceeds the minimal jurisdictional limits of the Superior Court and will be established according to
21 proof at trial. The Court also has jurisdiction over certain causes of action pursuant to California
22 Business & Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction
23 for enforcement of this statute in any court of competent jurisdiction.

24 6. This Court has jurisdiction over all Defendants because each Defendant is a citizen
25 of California, a corporation or association organized under the laws of the State of California, an
26 association authorized to do business in California and registered with the California Secretary of
27 State, does sufficient business in California, has sufficient minimum contacts with California,
28 and/or intentionally avails itself of the laws and markets of California through the promotion, sale,

1 marketing and distribution of its products and/or services in California to render the exercise of
2 jurisdiction by the California courts permissible.

3 7. Venue in Los Angeles County is proper under California Business & Professions
4 Code section 17203 and California Code of Civil Procedure section 395.5 because a substantial
5 part of Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County,
6 Defendants conduct substantial business in this County, Defendants' liability arose in this County,
7 and/or Defendants reside, transact business, maintain offices, and/or have an agent or agents in this
8 County. The relief requested is within the jurisdiction of this Court.

9 **PARTIES**

10 8. Plaintiff is a California citizen who resides California. In or around May 2021,
11 Defendants hired Plaintiff as a non-exempt hourly employee. Plaintiff worked for Defendants as an
12 ultrasound technologist whose primary job duties included, *inter alia*, performing ultrasound
13 procedures in accordance with approved practices. Defendants employed Plaintiff within one (1)
14 year of the filing of this action.

15 9. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
16 Defendant RADNET MANAGEMENT, INC. was and is a California corporation. Plaintiff is
17 informed, believes and thereon alleges that, at all relevant times, RADNET MANAGEMENT, INC.
18 was and is an employer subject to California state wage and hour laws.

19 10. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
20 Defendant RADNET MANAGEMENT I, INC. was and is a California corporation. Plaintiff is
21 informed, believes and thereon alleges that, at all relevant times, RADNET MANAGEMENT I,
22 INC. was and is an employer subject to California state wage and hour laws.

23 11. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
24 Defendant RADNET MANAGEMENT II, INC. was and is a California corporation. Plaintiff is
25 informed, believes and thereon alleges that, at all relevant times, RADNET MANAGEMENT II,
26 INC. was and is an employer subject to California state wage and hour laws.

27 12. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
28 Defendant RADNET MANAGEMENT III, INC. was and is a California corporation. Plaintiff is

1 informed, believes and thereon alleges that, at all relevant times, RADNET MANAGEMENT III,
2 INC. was and is an employer subject to California state wage and hour laws.

3 13. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
4 Defendant RADNET MANAGED IMAGING SERVICES, INC. was and is a California
5 corporation. Plaintiff is informed, believes and thereon alleges that, at all relevant times, RADNET
6 MANAGED IMAGING SERVICES, INC. was and is an employer subject to California state wage
7 and hour laws.

8 14. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
9 Defendant RADNET SUB, INC. was and is a California corporation. Plaintiff is informed, believes
10 and thereon alleges that, at all relevant times, RADNET SUB, INC. was and is an employer subject
11 to California state wage and hour laws.

12 15. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
13 Defendant RADNET, INC. was and is a Delaware corporation. Plaintiff is informed, believes and
14 thereon alleges that, at all relevant times, RADNET, INC. was and is an employer subject to
15 California state wage and hour laws.

16 16. Plaintiff is informed, believes and based thereon alleges that Defendants suffered
17 and permitted Plaintiff and Class Members to work, and/or jointly exercised control over the wages,
18 hours, and/or working conditions of Plaintiff and the Class Members.

19 17. Defendants continue to employ non-exempt employees within California.

20 18. Plaintiff is unaware of the true names and capacities of those defendants identified
21 as DOES 1 through 50. Therefore, Plaintiff identifies those defendants fictitiously. Plaintiff is
22 informed, believes and thereon alleges that at all relevant times each DOE defendant was a parent,
23 sister, or related corporate entity of defendants, or an owner, employee or agent of defendants, and
24 each related entity, and was acting with the knowledge and authorization of each of the other
25 defendants. Plaintiff will seek to amend this Complaint to allege the true names and capacities of
26 each DOE defendant when their names have been ascertained and identified. Plaintiff is informed,
27 believes and thereon alleges that each of the defendants sued as DOES 1 through 50 participated
28 in, received the benefit of, or was in some way responsible for one or more of the wrongful acts

1 and omissions and some portion of the damages alleged herein.

2 19. Plaintiff is informed, believes and thereon alleges that at all times material hereto,
3 each defendant acted in all respects pertinent to this action as the agent of the other defendant,
4 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
5 each defendant are legally attributable to the other defendant. Furthermore, defendants in all
6 respects acted as the employer and/or joint employer of Plaintiff and the Class Members.

7 20. Plaintiff is informed, believes and thereon alleges that defendants, each and all of
8 them, at all times material hereto, were the joint employers, parent companies, successor
9 companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers,
10 directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining defendants.
11 Defendants, unless otherwise alleged, at all times material hereto, performed all acts and omissions
12 alleged herein within the course and scope of said relationship(s), and are a proximate cause of
13 Plaintiff's damages as herein alleged.

14 21. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
15 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality
16 and separateness between the individual and the corporation does not exist, as Defendants, and
17 DOES 1 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned
18 herein were mere shells, instrumentalities and conduits through which DOES 1 through 50,
19 inclusive, carried out their business in the business name, exercising complete control and
20 dominance over such business; (2) that Defendants were conceived, intended and used by DOES 1
21 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES
22 1 through 50, inclusive, and were without the financial solvency and responsibility required by law;
23 and (3) that all of the assets of the Defendants have been transferred to DOES 1 through 50,
24 inclusive, or some other individual or entity which he or she owns or controls, with the intent to
25 hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further,
26 Plaintiff is informed, believes and thereon alleges, that there exists a principal-agency relationship
27 between and among Defendants.

28 22. At all relevant times herein, Defendants were agents of each other and acting within

the course and scope of their agency.

CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND

23. Pursuant to California Code of Civil Procedure section 382, Plaintiff brings this action individually and as a class action on behalf of a proposed Class defined as follows:

Class:

All current and former non-exempt employees employed by Defendants in the State of California within four (4) years prior to the commencement of this action to the date of class certification.

24. The Class is also comprised of the following Subclass:

Waiting Time Sub-Class:

Those members of the Class who separated from their employment with Defendants within three years prior to the commencement of this action to the date of class certification.

25. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and 3.765, to amend or modify the respective definitions of the Class and/or Subclasses to provide greater specificity and/or further division into subclasses or limitation to particular issues based on further investigation and discovery.

26. This action is brought, and may properly be maintained, as a class action pursuant to California Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation, and the proposed class is easily ascertainable. This action presents questions of common interest and satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of this provision.

27. Through this action, Plaintiff alleges Defendants have consistently maintained and enforced against Plaintiff and Class Members unlawful employment practices and policies which violate the Labor Code and IWC Wage Orders.

28. **Unpaid Wages:** Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants failed to pay Plaintiff and Class Members all minimum, regular, overtime, and double time wages for all hours worked in violation of the Labor Code and IWC Wage Orders.

1 During the Class Period, Plaintiff and Class Members regularly worked more than eight (8), 10,
2 and/or 12 hours per workday and/or over 40 hours per workweek. Defendants' practices and
3 policies deprived Plaintiff and Class Members of minimum, regular, overtime, and/or double time
4 wages for work they performed off the clock. Defendants required Plaintiff and Class Members to
5 complete work-related tasks off the clock, such as communicating with Defendants, and working
6 while clocked out during purported meal periods and at the end of her shifts. Furthermore,
7 Defendants rounded Plaintiff and Class Members' hours worked, thereby depriving them of wages
8 for all hours worked at the legally mandated rates. Defendants did not compensate Plaintiff and
9 Class Members for all hours worked because Plaintiff and Class Members were regularly on-duty
10 during their meal and/or rest periods. Finally, Defendants failed to accurately calculate the regular
11 rate of pay by failing to include a remuneration when calculating the rate of pay for overtime,
12 double time, meal and rest period premiums, vacation pay, and sick pay. Accordingly, Defendants
13 failed to pay Plaintiff and Class Members the proper sick pay, vacation pay, minimum, regular,
14 overtime, and double time wages for all hours worked.

15 29. **Meal Break Violations:** Plaintiff is informed, believes, and thereon alleges that
16 during the Class Period, Defendants deprived Plaintiff and Class Members of the opportunity to
17 take all of their statutorily entitled meal periods within the appropriate time intervals or provide
18 compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders. During the
19 Class Period, Plaintiff and Class Members frequently had their meal periods shortened, interrupted,
20 late, and/or missed altogether due to Defendants' practice of understaffing and prioritizing work
21 demands over taking compliant breaks. To the extent Defendants have on-duty meal period
22 agreements executed by Plaintiff and Class Members, those agreements are invalid because the
23 nature of the work performed by Plaintiff and Class Members did not necessitate an on-duty meal
24 period. Defendants also failed to authorize and permit and/or make available to Plaintiff and Class
25 Members second meal periods when they worked more than 10 hours. Rather, Defendants required
26 Plaintiff and Class Members to sign second meal period waivers. If Plaintiff and Class Members
27 did not sign these second meal period waivers, Defendants reprimanded or disciplined employees
28 that refused to sign the second meal period waiver with a write up and, as a uniform practice and

1 policy, terminated them after three write ups. Since Defendants' second meal period waivers were
2 obtained through coercion rather than mutual consent, they are unenforceable. Moreover,
3 Defendants rounded Plaintiff and Class Members' time punches for meal periods. Accordingly,
4 Defendants failed to authorize and permit and/or make available to Plaintiff and Class Members
5 timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than
6 five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff and Class Members
7 with an additional hour of pay at their regular rate of pay for every day in which they were denied
8 a compliant meal period, in violation of Labor Code sections 226.7 and 512, and the applicable
9 IWC Wage Orders.

10 30. **Rest Break Violations:** Plaintiff is informed, believes, and thereon alleges that
11 during the Class Period, Defendants failed to permit Plaintiff and Class Members to take all of their
12 statutorily entitled 10-minute rest periods for every four (4) hours worked or major fraction thereof
13 or provide compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders.
14 During the Class Period, Plaintiff and Class Members missed their rest breaks or had them
15 interrupted or governed by Defendants' practices and policies. For example, Defendants failed to
16 authorize and permit Plaintiff and Class Members to take all required rest periods because
17 Defendants do not schedule any rest periods for employees and fail to provide adequate staff
18 coverage to enable employees to take legally compliant duty-free rest periods throughout the day,
19 requiring employees to remain on duty throughout their shifts. In fact, Defendants required Plaintiff
20 and Class Members to execute on-duty meal period agreements which state that the nature of
21 Plaintiff and Class Members' work prevents employees from being relieved of all job duties during
22 their meal period. If these on-duty meal period agreements are to be believed, it was similarly
23 impossible to relieve employees of all duties during rest periods, thus invalidating any purported
24 rest periods. Further, Defendants' timekeeping system requires employees to affirm that they
25 received their rest periods when clocking out for the day. Defendants reprimanded or disciplined
26 employees that refused to falsely affirm that they had received all required rest periods with a write
27 up and, as a uniform practice and policy, terminated them after three write ups. Accordingly,
28 Defendants continue to require all employees to affirm that they received all required rest periods

1 even if they did not in fact receive them. Defendants also failed to adopt and implement a practice
2 of providing third rest breaks when Plaintiff and Class Members worked over 10 hours.
3 Notwithstanding the above rest break violations, Defendants failed to compensate Plaintiff and
4 Class Members with an additional hour of pay at their regular rate of pay for every day in which
5 they suffered a rest period violation. Accordingly, Defendants violated Labor Code Section 226.7
6 and the applicable IWC Wage Orders.

7 31. **Failure to Reimburse Necessary Business Expenses:** Plaintiff is informed,
8 believes, and thereon alleges that during the Class Period, Defendants failed to reimburse Plaintiff
9 and Class Members for necessary business expenses incurred in the performance of their duties in
10 violation of the Labor Code and IWC Wage Orders. During the Class Period, Defendants failed to
11 reimburse Plaintiff and Class Members for all business expenses incurred for Defendants' benefit.
12 First, Plaintiff and Class Members were required to use their personal cell phones to discuss work-
13 related matters with Defendants' representatives and for other work purposes without any
14 reimbursement. Second, Plaintiff and Class Members were required to purchase "Radnet" t-shirts
15 to wear in the workplace without any reimbursement. Third, Class Members who worked remotely
16 were required to incur costs for home internet service, electricity, and the purchase and maintenance
17 of all hardware used for work-purposes, including laptops, keyboards, mice, and Bluetooth
18 headsets, used by the employees in the discharge of their job duties without any reimbursement.
19 Accordingly, Defendants violated the Labor Code and applicable IWC Wage Orders.

20 32. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
21 Defendants willfully failed to timely pay all wages due to Plaintiff and the Waiting Time Subclass
22 upon separation of employment in violation of the Labor Code and IWC Wage Orders. Plaintiff
23 and Waiting Time Subclass Members were not paid all wages (including minimum, regular,
24 overtime, and double time wages), sick pay, vacation pay, reimbursements, meal period premiums,
25 and/or rest period premiums within the required time period in violation of the Labor Code and
26 applicable IWC Wage Orders.

27 33. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
28 Defendants failed to furnish Plaintiff and Class Members with accurate and complete wage

1 statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Class Members
2 received wage statements which did not accurately reflect the gross and net wages earned, total
3 hours worked, all applicable rates of pay and the corresponding number of hours worked at each
4 pay rate, and correct entity name and address on wage statements issued to Plaintiff and Class
5 Members, among other things in violation of the Labor Code and IWC Wage Orders.

6 34. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
7 described throughout this Complaint were willful.

8 NUMEROSITY

9 35. The Class is so numerous that joinder of all of its members is impracticable. While
10 the exact number and identities of Class Members are unknown to Plaintiff at this time and can
11 only be ascertained through appropriate discovery, Plaintiff is informed, believes and thereon
12 alleges that the Class consists of more than 100 persons.

13 36. A class action is the only available method for the fair and efficient adjudication of
14 this controversy. The members of the Class are so numerous that joinder of all members is
15 impractical, if not impossible. The identity of Class Members can be ascertained by analysis of
16 Defendants' employee and payroll records.

17 COMMONALITY

18 37. Common questions of fact and law exist as to all members of the Class that
19 predominate over any questions affecting only individual Class Members. These common legal
20 and factual questions include, but are not limited to, the following:

21 (a) Whether Defendants failed to pay Plaintiff and Class Members all sick pay,
22 vacation pay, and minimum, regular, overtime, and double time wages for all hours worked by
23 Plaintiff and Class Members;

24 (b) Whether Defendants rounded the time worked by Plaintiff and Class
25 Members to Defendants' advantage;

26 (c) Whether Defendants failed to provide timely, uninterrupted, off-duty 30-
27 minute meal periods to Plaintiff and Class Members without compensation and/or compliant
28 premiums at the proper rate of pay in lieu thereof;

1 (d) Whether Defendants auto-deducted 30-minute meal periods for missed or
2 short meal periods;

3 (e) Whether Defendants failed to permit timely, uninterrupted, off-duty 10-
4 minute rest breaks for every four (4) hours or major fraction thereof worked by Plaintiff and Class
5 Members without compensation and/or premiums at the proper rate of pay in lieu thereof;

6 (f) Whether Defendants failed to timely pay Plaintiff and Waiting Time
7 Subclass Members all wages due either immediately upon termination or within 72 hours after
8 resignation;

9 (g) Whether Defendants failed to provide Plaintiff and Class Members with sick
10 pay at the regular rate of pay;

11 (h) Whether Defendants made unauthorized deductions from Plaintiff and Class
12 Members' wages, including overtime and double time, sick pay, vacation pay, and premium pay;

13 (i) Whether Defendants' conduct was willful;

14 (j) Whether Defendants failed to issue accurate itemized wage statements to
15 Plaintiff and Class Members;

16 (k) Whether Defendants failed to reimburse Plaintiff and Class Members for
17 necessary business expenditures;

18 (l) Whether Defendants engaged in unfair business practices in violation of
19 California Business & Professions Code sections 17200 *et seq.*; and

20 (m) Additional common questions of law and fact that may develop as the
21 litigation progresses.

22 **TYPICALITY**

23 38. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical
24 of the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising
25 out of and caused by Defendants' unlawful policies and practices; the claims arise out of the same
26 course of conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the
27 claims of the Class; and the legal issues raised under California state law as a result of Defendants'
28 conduct apply equally to Plaintiff and the Class Members.

1 **ADEQUACY OF REPRESENTATION**

2 39. Plaintiff is an adequate representative of the Class, in that Plaintiff's claims (and
3 defenses, if any) are typical of those of the Class. Plaintiff has no conflicts of interest with fellow
4 Class Members and will be able to fairly and adequately protect the interests of the Class. Plaintiff
5 has the same interests in the litigation of this case as the Class Members; and is committed to
6 vigorous prosecution of this case and has retained competent counsel experienced in class action
7 and wage and hour litigation of this nature.

8 **PREDOMINANCE**

9 40. Defendants have engaged in a common course of wage and hour abuse toward
10 Plaintiff and Class Members. The common issues arising from this conduct that affect Plaintiff and
11 Class Members predominate over any individual issues. Adjudication of these common issues in a
12 single action has important and desirable advantages of judicial economy.

13 **SUPERIORITY OF CLASS ACTION**

14 41. A class action is superior to other available methods for the fair and efficient
15 adjudication of this controversy because individual litigation of the claims of all Class Members is
16 impracticable. Even if every Class Member could afford individual litigation, the court system
17 could not. It would be unduly burdensome to the courts in which individual litigation of numerous
18 cases would proceed. Individualized litigation would also present the potential for varying,
19 inconsistent, or contradictory judgments and would magnify the delay and expense to all parties
20 and to the court system resulting from multiple trials of the same complex factual issues. Moreover,
21 individual actions by Class Members may establish inconsistent standards of conduct for
22 Defendants. By contrast, the conduct of this action as a class action, with respect to some or all of
23 the issues presented herein, presents fewer management difficulties, conserves the resources of the
24 parties and the court system, and protects the rights of each Class Member.

25 42. Defendants have acted or refused to act in respects generally applicable to the Class,
26 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
27 herein.

28 **PUBLIC POLICY CONSIDERATIONS**

1 43. Employers in the State of California violate employment and labor laws every day.
2 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
3 Former employees are fearful of bringing actions because they believe their former employers
4 might damage their future endeavors through negative references and/or other means. Class actions
5 provide Class Members who are not named in the action with a type of anonymity that allows for
6 the vindication of their rights while affording them privacy protections.

7 **FIRST CAUSE OF ACTION**

8 **(FAILURE TO PAY ALL WAGES)**

9 **(Against All Defendants)**

10 44. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
11 though fully set forth herein.

12 45. At all relevant times, Defendants had a duty to comply with Labor Code sections
13 204, 206, 210, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the
14 applicable IWC Wage Orders and California Code of Regulations.

15 46. Labor Code section 204 and the IWC Wage Orders require timely payment of all
16 wages owed on regularly scheduled paydays at least twice during each calendar month, on days
17 designated in advance by the employer as the regular paydays. All wages in earned in excess of the
18 normal work period must be paid no later than the payday for the next regular payroll period.

19 47. Labor Code section 206 provides that in case of a dispute over wages, the employer
20 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving
21 to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

22 48. Labor Code section 210 provides:

23 every person who fails to pay the wages of each employee as
24 provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
25 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For
26 any initial violation, one hundred dollars (\$100) for each failure to
27 pay each employee. (2) For each subsequent violation, or any willful
28 or intentional violation, two hundred dollars (\$200) for each failure
 to pay each employee, plus 25 percent of the amount unlawfully
 withheld. (b) The penalty shall either be recovered by the employee
 as a statutory penalty pursuant to Section 98 or by the Labor
 Commissioner as a civil penalty through the issuance of a citation
 or pursuant to Section 98.3.

1 49. Labor Code section 221 provides “[i]t shall be unlawful for any employer to collect
2 or receive from an employee any part of wages theretofore paid by said employer to said employee.”

3 50. Labor Code section 223 provides “[w]here any statute or contract requires an
4 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
5 while purporting to pay the wage designated by statute or by contract.”

6 51. Labor Code section 224 prohibits any deduction from an employee’s wages which
7 is not either authorized by the employee in writing or permitted by law.

8 52. Labor Code section 246 requires employers to provide and allow employees to use
9 at least 24 hours, or three days, of paid sick leave per year.

10 53. Labor Code section 227.3 requires employers to pay terminated employees for their
11 unused paid vacation time at their final rate of pay.

12 54. At all times relevant, Labor Code section 510, and applicable sections of the
13 California Code of Regulations and the IWC Wage Orders applied to Plaintiff’s work with
14 Defendants and continue to apply to Class Members’ employment with Defendants. Labor Code
15 section 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders
16 state that any work performed in excess of eight hours in a workday and/or 40 hours in a workweek
17 must be paid at one and one-half times the employee's regular rate of pay. Any work performed in
18 excess of 12 hours in a workday must be compensated at the rate of no less than twice the regular
19 rate of pay for an employee.

20 55. Labor Code section 558 provides “[a]ny employer or other person acting on behalf
21 of an employer who violates, or causes to be violated, a section of this chapter or any provision
22 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
23 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
24 underpaid employee for each pay period for which the employee was underpaid in addition to an
25 amount to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100)
26 for each underpaid employee for each pay period for which the employee was underpaid in addition
27 to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section
28 shall be paid to the affected employee.”

1 56. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid
2 to all employees in California for all hours worked. Local minimum wage ordinances may provide
3 for higher minimum wage rates that must be paid to employees for all hours worked in those locales
4 where each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay
5 less than the state or local minimum wage, whichever is higher, for any hour of work.

6 57. Labor Code section 1194 provides that any employee receiving less than the legal
7 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover
8 in a civil action the unpaid balance of the full amount of the minimum wage or overtime
9 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

10 58. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an
11 amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

12 59. Labor Code section 1197 provides that the minimum wage for employees fixed by
13 the commission is the minimum wage to be paid to the employees, and the payment of a less wage
14 than minimum so fixed is unlawful.

15 60. Labor Code section 1198 prohibits employers from employing for longer hours or
16 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise
17 set by the Labor Commissioner.

18 61. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
19 Plaintiff and Class Members regularly worked in excess of eight (8), 10, and/or 12 hours per
20 workday and over 40 hours per workweek and were not paid wages at their proper rate of pay for
21 overtime, double time, sick pay, vacation pay, and meal and rest period premiums, and off-the-
22 clock work including due to rounding, among other things.

23 62. As a direct and proximate result of Defendants' unlawful conduct, as set forth
24 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
25 of earnings from minimum, regular, overtime, and double time compensation due, in an amount to
26 be established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

27 63. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
28 conduct described herein, have committed an "intentional theft of wages in an amount greater than

1 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty
2 dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month
3 period” within the meaning of California Penal Code section 487m. Specifically, Defendants have
4 intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200,
5 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful
6 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
7 Plaintiff and Class Members under the law. Plaintiff and the Class Members she seeks to represent
8 are thus entitled to recover from Defendants treble damages and costs, including reasonable
9 attorneys’ fees, pursuant to California Penal Code section 496(c).

10 64. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
11 as described herein and below.

12 **SECOND CAUSE OF ACTION**

13 **(FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU**

14 **THEREOF)**

15 **(Against All Defendants)**

16 65. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
17 though fully set forth herein.

18 66. At all relevant times, Defendants had a duty to comply with Labor Code sections
19 226.7 and 512, and the applicable IWC Wage Orders and California Code of Regulations.

20 67. Labor Code section 512 and Section 11 of the IWC Wage Orders prohibit an
21 employer from employing any person for a work period of more than 5 hours per day without
22 providing the employee with a meal period of not less than 30 minutes (commencing before the
23 employee’s fifth hour of work), except that if the total work period per day is no more than 6 hours,
24 the meal period may be waived by mutual consent of the employer and employee. A second meal
25 period of not less than 30 minutes is required if an employee works more than 10 hours per day and
26 must begin before the employee’s tenth hour of work, except if the total hours worked is no more
27 than 12 hours, the second meal period may be waived by mutual consent of the employer and
28 employee, but only if the first meal period was not waived.

1 68. Section 11 of the applicable IWC Wage Orders state that “[u]nless the employee is
2 relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
3 duty’ meal period and counted as time worked.”

4 69. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
5 requiring any employee to work during a meal period mandated by any California statute,
6 regulation, standard or order. If an employer fails to provide an employee with a meal period in
7 accordance with state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the
8 employer pay the employee one additional hour of pay at the employee’s regular rate of
9 compensation for each workday that the meal period is noncompliant.

10 70. Throughout the Class Period, Plaintiff and Class Members did not receive compliant
11 meal periods when working more than five (5) hours and/or 10 hours per workday because their
12 first and second meal periods were missed, late, interrupted, short, and/or not free of all duties. In
13 addition, Defendants rounded Plaintiff’s and Class Members’ meal periods and meal periods were
14 restricted to the worksite.

15 71. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
16 period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and the
17 applicable IWC Wage Order and California Code of Regulations.

18 72. Plaintiff is informed, believes, and thereon alleges that Class Members did not
19 voluntarily waive their meal periods.

20 73. As a direct and proximate result of Defendants’ unlawful conduct, as set forth
21 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
22 of premium pay for meal period violations and earnings, in an amount to be established at trial, plus
23 prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period
24 violations are deemed unpaid wages, Plaintiff will also seek attorneys’ fees and costs pursuant to
25 statute.

26 74. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
27 conduct described herein, have committed an “intentional theft of wages in an amount greater than
28 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty

dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law. Plaintiff is informed, believes, and thereon alleges that meal period premiums are wages, gratuities, benefits, or other compensation within the meaning of California Penal Code section 487m. Plaintiff and the Class Members she seeks to represent are thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code section 496(c).

75. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief as described herein and below.

THIRD CAUSE OF ACTION

(FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU THEREOF)

(Against All Defendants)

76. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

77. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7 and the applicable IWC Wage Orders and California Code of Regulations.

78. Labor Code section 226.7(a) states “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

79. Section 12 of the applicable IWC Wage Order provides in relevant part that:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work

time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

80. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff and Class Members worked in excess of three-and-a-half (3.5) hours, six (6) hours, and/or 10 hours per workday.

81. During the Class Period, Plaintiff and Class Members did not receive compliant 10-minute rest periods for every four hours worked or major fraction thereof because rest breaks were missed, interrupted, shortened, restricted to the worksite, and/or not free of all duties.

82. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the applicable IWC Wage Order.

83. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss of earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To the extent such unpaid premiums or rest period violations are deemed unpaid wages, Plaintiff will also seek attorneys' fees and costs pursuant to statute.

84. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an "intentional theft of wages in an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law. Plaintiff is informed, believes, and thereon alleges that

1 rest period premiums are wages, gratuities, benefits, or other compensation within the meaning of
2 California Penal Code section 487m. Plaintiff and the Class Members she seeks to represent are
3 thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys'
4 fees, pursuant to California Penal Code section 496(c).

5 85. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
6 as described herein and below.

7 **FOURTH CAUSE OF ACTION**

8 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)**

9 **(Against All Defendants)**

10 86. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
11 though fully set forth herein.

12 87. At all relevant times, Defendants had a duty to comply with Labor Code section 226
13 and the applicable IWC Wage Orders and California Code of Regulations.

14 88. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
15 of wages, employers must furnish each employee with an accurate itemized wage statement in
16 writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the
17 number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from
18 wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four
19 digits or employment identification number of the employee, (8) the name and address of the legal
20 entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding
21 number of hours worked at each hourly rate.

22 89. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of
23 a knowing and intentional failure by an employer to provide an accurate itemized wage statement
24 to recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each
25 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee,
26 in addition to an award of costs and attorneys' fees.

27 90. Section 7 of the IWC Wage Orders requires Defendants to maintain time records
28 showing, among other things, when the employee begins and ends each work period, meal periods

1 taken, and total daily hours worked in an itemized wage statement, and must show all deductions
2 and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff
3 and Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have
4 knowingly and intentionally failed to comply with the IWC Wage Orders.

5 91. Throughout the Class Period, Defendants provided wage statements that did not
6 accurately reflect the total number of hours worked by Plaintiff and Class Members at each
7 corresponding pay rate, the gross and net wages earned, and the correct entity name and address on
8 wage statements, among other things, making it difficult for Plaintiff and Class Members to
9 determine whether they were paid correctly for all hours worked, which deductions were made, and
10 the extent of any underpayment. Plaintiff has had to file this lawsuit in order to determine the
11 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.
12 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
13 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and recover
14 the underpayment of wages from Defendants. Defendants' violations of Labor Code section 226(a)
15 prevented Plaintiff and Class Members from knowing, understanding and disputing the wages paid
16 to them, and resulted in an unjustified economic enrichment to Defendants.

17 92. Defendants knowingly and intentionally failed to provide accurate, itemized wage
18 statements to Plaintiff and Class Members, and as such Plaintiff and Class Members are deemed to
19 have suffered injury in accordance with Labor Code section 226. Plaintiff and the Class are
20 therefore entitled to the damages and penalties provided for under Labor Code section 226(e).

21 93. Plaintiff and Class Members are also entitled to injunctive relief under Labor Code
22 section 226(h), compelling Defendants to comply with Labor Code section 226, and seek the
23 recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

24 94. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
25 as described herein and below.

26 //

27 //

28 **FIFTH CAUSE OF ACTION**

1 **(WAITING TIME PENALTIES)**

2 **(Against All Defendants)**

3 95. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
4 though fully set forth herein.

5 96. At all relevant times, Defendants had a duty to comply with Labor Code
6 sections 201, 202, and 203, and the applicable IWC Wage Orders and California Code of
7 Regulations. Defendants failed to comply with these final paycheck requirements with respect to
8 Plaintiff and Waiting Time Subclass Members.

9 97. Labor Code section 201 requires that if an employer discharges an employee, the
10 wages earned and unpaid at the time of discharge are due and payable immediately.

11 98. Labor Code section 202 requires that if “an employee not having a written contract
12 for a definite period” quits, the employee’s wages shall become due and payable no later than
13 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention
14 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 99. Labor Code section 203 provides that if an employer willfully fails to pay, without
16 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
17 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
18 an action therefor is commenced, but that the wages shall not continue for more than 30 days per
19 employee.

20 100. Plaintiff is informed, believes, and thereon alleges, that at all relevant times,
21 Defendants willfully failed to timely pay Plaintiff and Waiting Time Subclass Members all of their
22 unpaid wages earned, including, but not limited to, minimum, regular, overtime, and double time
23 wages, compensation for non-compliant meal periods and rest periods, and unpaid expense
24 reimbursements upon separation of employment. Plaintiff and Waiting Time Subclass Members
25 are entitled to timely compensation upon separation of their employment for any outstanding
26 unpaid wages, reimbursements, and premiums but to date have not received such compensation
27 from Defendants, therefore entitling them to penalties pursuant to Labor Code section 203.

28 101. As a consequence of Defendants’ willful conduct in failing to pay all earned wages,

1 Plaintiff and Waiting Time Subclass Members are entitled to up to 30 days' wages as a penalty for
2 Defendants' failure to timely pay wages upon separation of employment, in addition to prejudgment
3 interest, attorneys' fees, and costs in amounts that will be established at trial.

4 102. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
5 as described herein and below.

6 **SIXTH CAUSE OF ACTION**

7 **(FAILURE TO REIMBURSE BUSINESS EXPENSES)**

8 **(Against All Defendants)**

9 103. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
10 though fully set forth herein.

11 104. At all relevant times, Defendants had a duty to comply with Labor Code
12 sections 2800 and 2802 and the applicable IWC Wage Orders and California Code of Regulations.

13 105. Labor Code section 2800 requires employers to indemnify employees for losses
14 caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and
15 Class Members failed to request, demand, notify or otherwise seek reimbursement for their
16 expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class
17 Members due to their own negligence.

18 106. Labor Code section 2802(a) requires that employers indemnify and reimburse
19 employees for all business expenses, which are defined as all necessary expenditures or losses
20 incurred by the employee in direct consequence of the discharge of the employee's duties or
21 otherwise incurred based on the employee's obedience to the employer's directions. Labor Code
22 section 2802(b) authorizes employees to recover in a court action interest which shall accrue from
23 the date on which the employee incurred the necessary expenditure or loss. Labor Code
24 section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor
25 Code section 2802, to also recover attorneys' fees and costs.

26 107. During the Class Period, Plaintiff and Class Members were required to use their
27 personal cell phones to discuss work-related matters with Defendants' representatives and for other
28 work purposes without any reimbursement. In addition, Plaintiff and Class Members were required

1 to purchase “Radnet” t-shirts to wear in the workplace without any reimbursement. Finally, Class
2 Members who worked remotely were required to incur costs for home internet service, electricity,
3 and the purchase and maintenance of all hardware used for work-purposes, including laptops,
4 keyboards, mice, and Bluetooth headsets, used by the employees in the discharge of their job
5 duties without any reimbursement.

6 108. Defendants have unfairly and unlawfully violated Labor Code sections 2800 and
7 2802, and the applicable IWC Wage Orders by failing to reimburse Plaintiff and Class Members
8 for all of their out-of-pocket business expenses incurred in the discharge of their job duties.

9 109. As a consequence of Defendants’ willful conduct, Plaintiff and Class Members have
10 sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be
11 established at trial, plus prejudgment interest, attorney’s fees, and costs pursuant to statute.

12 110. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
13 as described herein and below.

14 **SEVENTH CAUSE OF ACTION**
15 **(UNFAIR BUSINESS PRACTICES)**
16 **(Against All Defendants)**

17 111. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
18 though fully set forth herein.

19 112. California Business & Professions Code Section 17200, *et seq.* prohibits unfair
20 competition by prohibiting unlawful, unfair, or fraudulent business practices or acts.

21 113. Defendants’ conduct, as alleged herein, has been and continues to be unfair,
22 unlawful and harmful to Plaintiff, Class Members, and Defendants’ competitors. Plaintiff seeks to
23 enforce important rights affecting the public interest within the meaning of California Code of Civil
24 Procedure section 1021.5.

25 114. Defendants’ activities, as alleged herein, violate California law and constitute
26 unlawful business acts or practices in violation of California Business and Professions Code
27 sections 17200, *et seq.*

28 115. A violation of Business and Professions Code sections 17200, *et seq.* may be

1 predicated on the violation of any state or federal law.

2 116. Plaintiff brings this action on behalf of herself and all members of the general public,
3 including the Class Members, pursuant to the UCL. Defendants' conduct alleged below constitutes
4 false, fraudulent, unlawful, unfair, and/or deceptive business practices, in violation of the UCL.
5 Defendants' policies and practices have violated state law in at least the following respects:

6 (a) Failing to pay all minimum, regular, overtime, and double time wages due
7 to Plaintiff and Class Members in violation of Labor Code sections 204, 206, 223, 510, 1182.12,
8 1194, 1194.2, 1197, and 1198;

9 (b) Failing to provide compliant meal periods or compensation in lieu thereof in
10 violation of Labor Code sections 226.7 and 512;

11 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
12 thereof in violation of Labor Code section 226.7;

13 (d) Intentionally failing to provide Plaintiff and Class Members with accurate
14 itemized wage statements in violation of Labor Code section 226;

15 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time
16 Subclass Members upon separation of employment in violation of Labor Code sections 201, 202,
17 and 203;

18 (f) Failing to reimburse Plaintiff and Class Members all necessary business
19 expenses in violation of Labor Code sections 2800 and 2802;

20 (g) Failing to calculate and pay sick pay at the proper rate of pay in violation of
21 Labor Code sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy Workplaces, Healthy
22 Families Act of 2014;

23 (h) Failing to pay all accrued vacation wages at the proper rate of pay in
24 violation of Labor Code section 227.3;

25 (i) Failing to permit Plaintiff and Class Members to use their accrued and
26 available sick leave entitlement in violation of Labor Code sections 233 and 234;

27 (j) Secretly paying Plaintiff and Class Members less than the statutory or
28 contractual rate and/or making unauthorized deductions from Plaintiff and Class Members' wages

1 in violation of Labor Code sections 221, 223, and 224;

2 (k) Requiring Plaintiff and Class Members to agree, in writing, to terms or
3 conditions of employment which Defendants knew to be prohibited by law in violation of Labor
4 Code section 432.5;

5 (l) Failing to: (i) furnish employment and a place of employment that was safe
6 and healthful for Plaintiff and Class Members; (ii) adopt and use practices, means, methods,
7 operations, and processes which are reasonably adequate to render Plaintiff and Class Members'
8 employment and place of employment safe and healthful; (iii) do everything reasonably necessary
9 to protect the life, safety, and health of Plaintiff and Class Members; (iv) establish, implement, and
10 maintain an effective injury prevention program; and (v) adopt and use methods and processes
11 reasonably adequate to render Plaintiff and Class Members' employment and place of employment
12 safe and failure to do every other thing reasonably necessary to protect the life, safety, and health
13 of Plaintiff and Class Members in violation of numerous Cal/OSHA provisions, including Labor
14 Code sections 6400, 6401, 6401.7, 6402, and 6403.

15 (m) Violations of the IWC Wage Orders for the same conduct above.

16 117. Defendants' course of conduct, acts, and practices in violation of California law
17 mentioned above each constitute a separate and independent violation of the UCL. Defendants'
18 conduct described herein violates the policy or spirit of such laws or otherwise significantly
19 threatens or harms competition. The substantial harm to Plaintiff and Class Members in being
20 wrongfully denied earned wages, meal and rest periods, premium pay, and reimbursements
21 outweighs the utility, if any, of Defendants' policies or practices and, therefore, Defendants' actions
22 described herein constitute an unfair business practices or acts within the meaning of the UCL.

23 118. Plaintiff further brings this cause of action on behalf of the proposed Class, seeking
24 statutory and injunctive relief to stop the misconduct of Defendants, as complained herein, and to
25 compel restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and
26 premiums, etc.) obtained by Defendants through the unfair and unlawful business practices
27 described herein pursuant to, *inter alia*, Business and Professions Code sections 17202, 17203, and
28 17208. Under the circumstances alleged, it would be inequitable and result in a miscarriage of

1 justice for Defendants to continue to retain the property of Plaintiff and Class Members.

2 119. Defendants' failure to adopt and implement policies in accordance with and/or
3 adhere to these laws, all of which are binding upon and burdensome to Defendants' competitors,
4 engenders an unfair competitive advantage for Defendants against its competitors, thereby
5 constituting an unfair business practice, as set forth in the UCL.

6 120. Pursuant to California Business and Professions Code section 17203, as a direct and
7 proximate result of the unfair business practices of Defendants, Plaintiff, individually, and on behalf
8 of all employees similarly situated, is entitled to equitable and injunctive relief, against such
9 unlawful practices in order to prevent future damage, for which there is no adequate remedy at law,
10 and to avoid a multiplicity of lawsuits. Plaintiff also seeks an order enjoining Defendants to cease
11 and desist from engaging in the practices described herein.

12 121. Plaintiff and Class Members also request any other such legal and equitable relief
13 from Defendants' unlawful and willful conduct as the Court deems just and proper, including an
14 injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent
15 practices alleged in this Complaint.

16 122. As a result of Defendants' unlawful and unfair business practices, Plaintiff and Class
17 Members are entitled to and seek other appropriate relief available under California Business &
18 Professions Code sections 17200 *et seq.* Plaintiff, on behalf of herself and the Class, also seeks
19 recovery of attorneys' fees and costs of this action to be paid by Defendants as provided by
20 California Code of Civil Procedure section 1021.5.

21 123. WHEREFORE, Plaintiff and the Class Members she seeks to represent request relief
22 as described herein and below.

23 **EIGHTH CAUSE OF ACTION**

24 **VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

25 **(Against All Defendants)**

26 124. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
27 though fully set forth herein.

28 125. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under

1 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
2 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
3 after 65 days have passed without notice from the LWDA.

4 126. On September 15, 2023, Plaintiff gave written notice of the specified provisions
5 alleged to have been violated, including the facts and theories to support the alleged violations, as
6 required by Labor Code section 2699.3. This written notice was provided via certified mail to
7 Defendants and to the LWDA by electronically filing the notice via the Department of Industrial
8 Relations' website. More than 65 days have passed since Plaintiff submitted her PAGA notice to
9 the LWDA without notice from the LWDA. Accordingly, Plaintiff has exhausted the procedural
10 requirements under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a
11 claim for penalties individually and all other aggrieved employees under PAGA.

12 127. Under Labor Code section 2699(a), any provision of the Labor Code that provides
13 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
14 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
15 recovered through a civil action brought by an aggrieved employee on behalf of herself and other
16 current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

17 128. For all provisions of the Labor Code except those for which a civil penalty is
18 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
19 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
20 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
21 pay period in which Defendants violated these provisions of the Labor Code.

22 129. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil
23 penalties for any alleged violation of the following provisions: subdivision (k) of section 96,
24 sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,
25 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of section 213, sections 221, 222, 222.5, 223,
26 and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of section 226, sections
27 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of section
28 232, subdivision (c) of section 232.5, sections 233, 234, 351, 353, and 403, subdivision (b) of

1 section 404, sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603,
2 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026,
3 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of section 1174, sections 1194, 1197,
4 1197.1, 1197.5, and 1198, subdivision (b) of section 1198.3, sections 1199, 1199.5, 1290, 1292,
5 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5,
6 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of section 1695.5, sections 1695.55,
7 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31,
8 1700.32, 1700.40, and 1700.47, sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and
9 2673, subdivision (a) of section 2673.1, sections 2695.2, 2800, 2801, 2802, 2806, and 2810,
10 subdivision (b) of section 2929, and sections 3073.6, 6310, 6311, and 6399.7.

11 130. Defendants' conduct violates numerous Labor Code sections, including, but not
12 limited to, the following:

13 (a) Violation of Labor Code sections 201-204, 206, 210, 221, 223, 227.3, 246,
14 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all sick pay, vacation pay, and
15 earned wages (including minimum, regular, overtime, and double time wages) owed to Plaintiff
16 and other aggrieved employees during employment and upon separation of employment;

17 (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal
18 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed
19 meal periods;

20 (c) Violation of Labor Code section 226.7 for failure to permit rest breaks to
21 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest
22 periods;

23 (d) Violation of Labor Code sections 226 and 226.3 for failure to provide
24 accurate itemized wage statements to Plaintiff and/or other Aggrieved Employees;

25 (e) Violation of Labor Code sections 226, 226.3, 1174, and 1174.5 for failure to
26 calculate sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other
27 Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved
28 Employees' total wages, not including overtime premium pay, by the Plaintiff and/or other

1 Aggrieved Employees' total hours worked in the full pay periods of the prior 90 days of
2 employment, in violation of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the Healthy
3 Workplaces, Healthy Families Act of 2014;

4 (f) Violation of Labor Code sections 233 and 234 for failure to permit Plaintiff
5 and/or Aggrieved Employees to use in any calendar year the employee's accrued and available sick
6 leave entitlement;

7 (g) Violation of Labor Code sections 227.3 for failure to provide to Plaintiff
8 and/or Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff and/or
9 Aggrieved Employees vested vacation wages;

10 (h) Violation of Labor Code sections 221, 223, and 224 for secretly paying
11 Plaintiff and/or Aggrieved Employees less than the statutory or contractual rate;

12 (i) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain
13 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees;

14 (j) Violation of Labor Code sections 450, 2800, 2802, and 2804 for failure to
15 reimburse business expenses to Plaintiff and other Aggrieved Employees;

16 (k) Violation of Labor Code section 432.5 for requiring Plaintiff and/or other
17 Aggrieved Employees or applicants for employment to agree, in writing, to terms or conditions
18 which Defendants knew to be prohibited by law;

19 (l) Violation of Labor Code sections 6400, 6401, 6401.7, 6402, and 6403 for
20 failure to perform proper mold cleanup and remediation and water damage restoration after
21 significant water intrusion at Defendants' worksite(s); and

22 (m) Violation of Labor Code section 1199 for the foregoing Labor Code
23 violations.

24 131. Labor Code section 226.3 provides: "[a]ny employer who violates subdivision (a)
25 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
26 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
27 each violation in a subsequent citation, for which the employer fails to provide the employee a
28 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

1 The civil penalties provided for in this section are in addition to any other penalty provided by law.”

2 132. Labor Code section 558(a) provides “[a]ny employer or other person acting on
3 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
4 provision regulating hours and days of work in any order of the Industrial Welfare Commission
5 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
6 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
7 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
8 for which the employee was underpaid.”

9 133. Labor Code section 1174.5 provides a \$500 penalty for an employer’s failure to
10 maintain accurate and complete payroll records showing the hours worked daily by and the wages
11 paid to employees.

12 134. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
13 either individually or as an officer, agent, or employee of another person, who pays or causes to be
14 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
15 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
16 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
17 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
18 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
19 pay period for which the employee is underpaid regardless of whether the initial violation is
20 intentionally committed.

21 135. As set forth above, Defendants have violated numerous provisions of the Labor
22 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
23 also seeks the civil penalties set forth in Labor Code sections 226.3, 226.8, 558, 1174.5, and 1197.1
24 individually, on behalf of all aggrieved employees, and the State of California.

25 136. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
26 violators and had one or more of the alleged violations committed against Plaintiff, and therefore
27 is properly suited to represent the interests of all other aggrieved employees.

28 137. Plaintiff has exhausted the procedural requirements under Labor Code section

1 2699.3 as to Defendants and is therefore able to pursue a claim for penalties individually and on
2 behalf of all other aggrieved employees under the PAGA.

3 138. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
4 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
5 above.

6 139. Plaintiff is also entitled to attorneys' fees and costs.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff, on behalf of herself and the proposed Class, prays for judgment
9 and the following specific relief against Defendants, jointly and severally, as follows:

10 1. That the Court certify the proposed Class and Subclasses, and any other class or
11 subclasses as appropriate under California Code of Civil Procedure section 382;

12 2. That Plaintiff be appointed as the Class Representative;

13 3. That Torus LLP be appointed as Class Counsel for all purposes;

14 4. For compensatory damages in an amount according to proof with interest thereon;

15 5. For such general, economic, and/or special damages in an amount according to proof
16 with interest thereon;

17 6. For damages, monetary relief, wages, premiums, reimbursements, benefits and
18 penalties, including interest thereon;

19 7. For treble damages pursuant to Penal Code section 496(c) for violation of Penal
20 Code section 487m;

21 8. For waiting time penalties pursuant to Labor Code section 203;

22 9. For statutory penalties to the extent permitted by law, including those pursuant to
23 the Labor Code and IWC Wage Orders;

24 10. For the amounts provided for in Labor Code section 226.7;

25 11. For attorney's fees, costs of suit, including expert fees, and interest pursuant to
26 Labor Code sections 218.6, 226, 1194, 2802 and California Code of Civil Procedure section 1021.5;

27 12. For restitution to Plaintiff and Class Members of all money and property unlawfully
28 acquired by Defendants through unfair or unlawful business practices pursuant to Business and

1 Professions Code sections 17200 *et seq.*;

2 13. For an order requiring Defendants to restore and disgorge all funds to each employee
3 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
4 and, therefore, constituting unfair competition under Business and Professions Code sections
5 17200, *et seq.*;

6 14. For liquidated damages pursuant to Labor Code section 1194.2;

7 15. For permanent injunctive relief described in the UCL cause of action;

8 16. For prejudgment interest on all sums recovered pursuant to Labor Code
9 section 218.6, California Civil Code sections 3287 and 3289, and applicable law;

10 17. For post judgment interest on all amounts awarded to Plaintiff and Class Members
11 as provided by law;

12 18. A declaratory judgment that the practices complained of herein are unlawful under
13 California law;

14 19. PAGA civil penalties; and

15 20. An award of such other and further relief as this Court may deem appropriate.
16

17 Dated: November 20, 2023

TORUS LLP

18
19
20 By: 

David Alami

Daniel J. Hyun

Shaheen Anthony Etemadi

Attorneys for Plaintiff SARAH CORSON
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: November 20, 2023

TORUS LLP

By: _____



David Alami

Daniel J. Hyun

Shaheen Etemadi

Attorneys for Plaintiff SARAH CORSON