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8 STEPHANIE FLORES, and all others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **(UNLIMITED JURISDICTION)**

13 STEPHANIE FLORES, on behalf of herself, all
14 others similarly situated, and as an “aggrieved
15 employee” on behalf of other “aggrieved
16 employees” under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff,*

18 vs.

19 FREEDOM CARE LLC, a New York limited
20 liability company; FREEDOM CARE CA LLC,
a New York limited liability company; and
21 DOES 1–50, inclusive,

22 *Defendants.*

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

FILED
Superior Court of California
County of Los Angeles
11/20/2023

Case No. 23STCV23051

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Vacation Pay Forfeiture (Lab. Code § 227.3);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code §§ 201, 202, and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq; and
8. Civil Penalties (Lab. Code §§ 2698, et seq.).

JURY TRIAL DEMANDED



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1 Plaintiff, Stephanie Flores (hereafter “Plaintiff” or “Flores”), on behalf of herself and all
2 others similarly situated, the general public, and as an “aggrieved employee” on behalf of other
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class and representative action for alleged violations of the
7 California Labor Code, Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage
8 Order”), and the California Business and Professions Code against Defendants Freedom Care
9 LLC, Freedom Care CA LLC, and Does 1 through 50, inclusive (collectively “Defendants”).

10 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
11 and other similarly situated workers for unpaid wages, statutory and civil penalties, interest, and
12 related relief. These claims are based on Defendants’ failures to:

- 13 (A) Pay all earned and unused vacation pay;
- 14 (B) Provide all meal periods;
- 15 (C) Authorize and permit all rest breaks;
- 16 (D) Pay premium wages for unprovided meal periods;
- 17 (E) Pay premium wages for unprovided rest breaks;
- 18 (F) Indemnify for necessary work-related expenditures;
- 19 (G) Issue only accurate and complete itemized wage statements;
- 20 (H) Timely pay wages upon termination of employment;

21 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
22 restitution, statutory and civil penalties, attorneys’ fees, costs, and related relief through this class
23 and representative action.

24 **II. THE PARTIES**

25 3. Plaintiff Stephanie Flores is a resident of California. At all relevant times, Plaintiff
26 was an “employee” within the meaning of Title 8 California Code of Regulations § 11050 and an
27 “aggrieved employee” within the meaning of Labor Code § 2699 (c).

28 4. Defendant Freedom Care LLC is a limited liability company organized and
existing under the laws of New York and a citizen of California based on Plaintiff’s information
and belief.

5. Defendant Freedom Care CA LLC is a limited liability company organized and



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existing under the laws of New York and a citizen of California based on Plaintiff's information and belief.

6. Plaintiff is ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

7. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act within the course and scope of such agency, employment, direction and control, and with the approval and ratification of each of the other Defendants.

8. At all relevant times, in perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class Members or otherwise complying with their rights in accordance with applicable California labor laws as alleged herein.

III. CLASS ALLEGATIONS

9. This action has been brought and may be maintained as a class action pursuant to California Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable class defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

10. **Class Definition:** The Class is defined as follows: All persons Defendants employed in California as hourly, non-exempt employees, including Centralized Form Specialists, individuals performing work comparable to the aforementioned, compensated comparably to the aforementioned, and individuals in similar positions, at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgment is entered in this action ("Class" or "Class Members").

11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the



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right to amend or modify the class definition with greater specificity, by further division into subclasses and/or by limitation to particular issues.

12. **Numerosity:** The Class Members are so numerous that the individual joinder of each individual Class Member is impractical. While Plaintiff does not currently know the exact number of Class Members, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California laws.

13. **Commonality and Predominance:** Common questions of law and fact exist as to all Class Members and predominate over any questions which affect only individual Class Members. These questions include, but are not limited to:

A. Whether Defendants failed to pay the Class Members all earned and unused vacation pay;

B. Whether Defendants failed to provide the Class Members with all meal periods in compliance with California law;

C. Whether Defendants failed to authorize and permit the Class Members to take all rest periods in compliance with California law;

D. Whether Defendants failed to indemnify the Class Members for the reasonable expenses they incurred during the course of performing their duties;

E. Whether Defendants knowingly and intentionally failed to provide the class with accurate and complete itemized wage statements;

F. Whether Defendants willfully failed to provide the class with timely final wages;

G. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code sections 17200, et seq., with respect to the Class; and

H. Whether Class Members are entitled to restitution of money or property that Defendants may have acquired from them through alleged Labor Code violations.

14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims. Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor Code, the Wage Order, and the Business and Professions Code.

15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent



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Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class Members.

16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent Class Members.

17. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of Class Members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual Class Members are likely to be relatively small and would thus make it difficult, if not impossible, for individual Class Members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting Class Members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

IV. STATEMENT OF FACTS

18. The Wage Order applies to "all persons employed in professional, technical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or other basis..." Wage Order, § 1. The Wage Order defines "Professional, Technical, Clerical, Mechanical, and Similar Occupations" to include

professional, semiprofessional, managerial, supervisory, laboratory, research, technical, clerical, office work, and mechanical occupations. Said occupations shall include, but not be limited to, the following: accountants; agents; appraisers; artists; attendants; audio-visual technicians; bookkeepers; bundlers; billposters; canvassers; carriers; cashiers; checkers; clerks; collectors; communications and sound technicians; compilers; copy holders; copy readers; copy writers; computer programmers and operators; demonstrators and display representatives; dispatchers; distributors; door-keepers; drafters; elevator operators; estimators; editors; graphic arts technicians; guards; guides; hosts; inspectors; installers; instructors; interviewers; investigators; librarians; laboratory workers; machine operators; mechanics; mailers; messengers; medical and dental technicians and technologists; models; nurses; packagers; photographers; porters and cleaners;



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process servers; printers; proof readers; salespersons and sales agents; secretaries; sign erectors; sign painters; social workers; solicitors; statisticians; stenographers; teachers; telephone, radiotelephone, telegraph and call-out operators; tellers; ticket agents; tracers; typists; vehicle operators; x-ray technicians; their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations

Wage Order, § 2(O). At all relevant times during the applicable limitations period, the Defendants, Flores, and all of the Class Members were covered by the Wage Order because Flores and all of the Class Members worked for a caregiver recruiting company, their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations. Accordingly, Flores and all of the other Class Members are entitled to the protections the Wage Order provides.

19. On approximately June 15, 2020, Defendants began to employ Flores in Los Angeles (remotely) in the position of hourly, non-exempt intake coordinator. In or about December 2021, Defendants promoted Flores to a centralized form specialist. Flores worked remotely from her home, for Defendants. Defendants continuously employed her in that capacity until on or about January 3, 2023, when her employment ended.

20. At all relevant times, Defendants issued wages to Flores and all of the other Class Members on a biweekly (26 paychecks/year) basis and paid them by the hour. At all relevant times, Defendants classified Flores and all of the other Class Members as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. Flores and the Class Members often worked five (5) to six (6) days in a workweek, and between eight (8) to ten (10) hours per workday. At all relevant times, Flores and the Class Members worked over eight (8) hours in one workday and over forty (40) hours in one workweek.

21. At all relevant times, Defendants failed to provide Flores and all of the other Class Members with all timely 30-minute, off-duty meal periods. Due to the workload and failure to hire sufficient staff members, Defendants denied Flores and the Class Members their 30-minute off-duty meal period within the first five hours of work. At all relevant times, Flores began her workday at 5:00 a.m. and Defendants informed her that she could only take her scheduled lunches at 10:30 a.m. A paystub issued by Defendants to Flores, dated June 1, 2022, demonstrates that eight (8) out of the (9) meal periods Flores took during that pay period, were late meal periods, only permitted after the first five hours of work. On a daily basis, Defendants' managers



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1 designated the times at which Flores and the Class Members were permitted to take their lunch
2 breaks. The Defendants also denied 30-minute off-duty meal periods to Flores and the Class
3 Members because they were often interrupted by Defendants who required them to complete
4 work tasks during meal breaks or to cut their meal breaks short and return to work. Defendants
5 also failed to pay premium wages for days on which they failed to provide Flores and all of the
6 other Class Members with meal periods as required by law.

7 22. At all relevant times, Defendants failed to authorize and permit Flores and all of
8 the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked
9 or major portion thereof. Defendants also failed to pay premium wages for days on which they
10 failed to authorize and permit Flores and all of the other Class Members to take rest breaks as
11 required by law.

12 23. Defendants failed to pay all earned but unused vacation pay to Flores and all of
13 the other Class Members at their final rates of pay. Under the policies and practices of
14 Defendants, Flores and all of the other Class Members earned vacation pay hours during
15 employment. Under such policies, these accrued but unused forms of vacation pay were subject
16 to forfeit at the conclusion of the employment relationship.

17 24. At all relevant times, Defendants required Flores and all of the other Class
18 Members to incur certain business expenses in the course of performing their duties. Defendants
19 required Flores and all of the other Class Members to supply mobile phones to perform their job
20 duties. However, Defendants did not provide these items and did not reimburse Flores and the
21 other Class Members for these items.

22 25. At all relevant times, Defendants failed to issue to Flores and all of the other Class
23 Members complete and accurate wage statements that state all wages earned. Defendants
24 knowingly and intentionally failed to state on the wage statements they issued to Flores and all
25 of the other Class Members the unpaid wages discussed above. The wage statements fail to
26 state all meal period premium wages earned, all rest break premium wages earned, and other
27 required information.

28 26. Defendants also failed to timely pay Flores and all of the other Class Members all
earned wages as described above during and at the conclusion of employment. The Employers
failed to issue to Flores her final paystub when her employment ended, and she has yet to receive
it. Defendants failed to maintain accurate employee records of Flores and all of the other Class



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Members.

27. For the reasons stated herein, Plaintiff alleges that as a result of Defendants' unlawful practices and policies, Plaintiff and the Class Members were:

- A. Not paid all earned and unused vacation pay;
- B. Not provided with all off duty meal periods;
- C. Not authorized and permitted to take all rest break periods;
- D. Not paid one hour's pay for each workday in which Defendants failed to authorize and permit them to take one or more timely rest periods;
- E. Not paid one hour's pay for each workday in which Defendants failed to provide them with one or more timely meal periods;
- F. Not indemnified for all necessary business expenditures incurred during the discharge of their duties;
- G. Not provided with accurate and complete wage statements; and
- H. Not timely paid all earned and unpaid wages at the time their employment ended.

FIRST CAUSE OF ACTION
VACATION PAY FORFEITURE
Lab. Code § 227.3

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

28. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

29. Section 227.3 of the Labor Code states that, unless otherwise stipulated by a collective bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations and an employee is terminated without having fully utilized her vested vacation time, all vested vacation must be paid to the employee at her final rate in accordance with such contract of employment or employer policy respecting vacation eligibility or time served. In addition, the statute prohibits an employment contract or employer policy from providing for forfeiture of such vested vacation time upon an employee's termination of employment, regardless of the reason for termination. (See *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774, [183 Cal.Rptr. 846, 646 P.2d 122 (1982)].)

30. The California Supreme Court has examined the terms under which an employee acquires a vested right to vacation benefits that is protected against forfeiture. The Supreme Court



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1 concluded that a “proportionate right to a paid vacation ‘vests’ as the labor is rendered.” Thus, an
2 employee is entitled to a pro rata share of vacation pay upon termination of employment even
3 though he has not completed all of the service requirements specified in the employer’s policy or
4 plan.

5 31. An employer should never, by reason of the employee’s termination, attempt to
6 divest or forfeit any portion of the vacation benefits in which the employee has acquired a vested
7 interest pursuant to the terms of the employer’s policy or agreement.

8 32. A vacation policy that provides for the forfeiture of vacation pay that is not used
9 by a specified date, such as an employee’s anniversary date, is impermissible under California
10 law. Courts have held that such “use-it-or-lose-it policies” result in forfeitures of vested vacation
11 pay and thus transgress the requirements of Labor Code Section 227.3. Such policies do not permit
12 employees to carry over vacation time from one year to the next and do not allow employees to
13 receive vacation pay in lieu of taking vacation time off.

14 33. The DLSE’s enforcement policy permits employers to exclude employees from a
15 vacation policy during a specified period of time at the beginning of employment. This could
16 apply to a probationary or introductory period or even the first year of employment. If the policy
17 is properly drafted, employees will not be entitled to prorated vacation benefits if they separate
18 from the employer for any reason during the probationary period or “initial employment.”
19 (D.L.S.E. Operations and Procedures Manual § 7(a).) However, such an exclusion will be
20 recognized only if it is not found to be a “subterfuge.” The Division will deem a subterfuge to
21 exist if vacation benefits are implicitly earned or accrued during the waiting period. For example,
22 if a policy provides that employees do not earn any vacation during their first year of employment,
23 but earn four weeks’ vacation during the second year and are reduced to two weeks’ vacation the
24 third year, the Division will contend that the policy involves a subterfuge. This is based on the
25 Division’s position that the policy, when viewed as a whole, makes it clear that two of the four
26 weeks’ vacation attributed to the second year are actually earned in the first years. In a case where
27 such a subterfuge is found, employees who separate during the so-called “waiting period” (i.e.,
28 the first year of employment in the example) will be entitled to prorated vacation pay.

34. The Division takes the position that vacation pay for a terminating employee must
be prorated on a daily basis and must be paid at the final rate of pay in effect as of the date of the
separation. (See D.L.S.E. Operations and Procedures Manual § 8; D.L.S.E. Enforcement Policies



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1 and Interpretations Manual § 13.3 (1998); Letter of Chief Deputy Labor Commissioner Albert J.
2 Reyff (Oct. 28, 1986).)

3 35. The Defendants maintained vacation pay policies and practices with accrual
4 components that violate Labor Code § 227.3 based on the California Supreme Court's decision
5 in *Suastez v. Plastic Dress-Up Co.*, supra. The Defendants' vacation policy fails to provide for
6 proportionate vacation pay accruals as employees render labor and causes employees to forfeit
7 their vested rights to vacation pay. Under the policies and practices of the Defendants, Flores and
8 all of the other Class Members earned vacation pay during employment. Under such policies,
9 these accrued but unused forms of vacation pay were subject to forfeit at the conclusion of the
10 employment relationship. Consequently, the Class Members are entitled to recover vacation pay.

11 36. In *Suastez*, the defendant-employer "refused to pay vacation benefits to anyone
12 whose employment was terminated before . . . [his or her employment] anniversary date" and
13 refused to pay the plaintiff-employee a pro rata share of his vacation pay for the time period
14 between his last employment anniversary date and his termination date. (*Id.* at 776–77.) In finding
15 for the plaintiff-employee, the Court held that "a proportionate right to a paid vacation 'vests' as
16 the labor is rendered" and that Labor Code § 227.3 protects that right from forfeiture. (*Id.* at 784.)

17 37. It is especially worth noting that, in rejecting the contention that the plaintiff-
18 employee had no vested right to vacation pay until his anniversary date, the Court specifically
19 stated: "The right to some share of vacation pay vests, like pension rights, on acceptance of
20 employment. Nonperformance of a condition subsequent, such as [defendant-employer's]
21 requirement that employees remain until their anniversary, can, at most, result in a forfeiture of
22 the right to a vacation; *it cannot prevent that right from vesting.*" (*Id.* at 780–81, (italics added).)

23 38. Like the vacation pay policy the Court rejected in *Suastez*, the Defendants'
24 vacation pay policies also fail to provide for proportionate accruals.

25 39. Defendants did not pay Plaintiff or the Class Members at the time they were
26 terminated for any unused but accrued vacation days and the like. Defendants had the ability to
27 provide Plaintiff and the Class Members payment for their accrued but unused vacation days and
28 similar compensation but intentionally failed to pay Plaintiff and the Class Members.

40. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
failure to pay Plaintiff and the other Class Members vacation wages as required by California



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law.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

Lab. Code §§ 226.7 and 512

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

41. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

42. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

43. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

44. In relevant part, In relevant part, California Labor Code § 512 states:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.

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

45. In relevant part, Section 11 of the Wage Order states:

Meal Periods

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived



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by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. . . .

(B) If an employer fails to provide an employee a meal 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 workday that the meal period is not provided.

46. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.

47. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

48. Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order.

49. At all relevant times, Defendants failed to provide Plaintiff and the Class Members with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class



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Members with timely meal periods.

50. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the and the Class Members with all off-duty meal periods required by California law.

51. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all meal periods not provided to them.

52. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more meal periods were not provided to them pursuant to California Labor Code § 226.7.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

Lab. Code § 226.7

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

53. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

54. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

55. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

56. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(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



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rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) 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 workday that the rest period is not provided.

57. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

58. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

59. Defendants intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order.

60. At all relevant times, Defendants failed to authorize and permit Plaintiff and the Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. Defendants did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,



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Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed to authorize and permit them to take 10-minute rest periods every four hours worked or major fraction thereof.

61. Defendants failed to pay Plaintiff the additional wages required by California Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and thereon alleges that, at relevant times within the applicable limitations period, Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class Members with additional wages for all rest breaks not provided to them as required by California Labor Code § 226.7.

62. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all rest breaks not provided to them.

63. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more rest breaks were not provided to them pursuant to California Labor Code § 226.7.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

Lab. Code § 2802

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

64. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

65. In pertinent part, California Labor Code § 2802(a) states: "An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties."

66. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

67. At all relevant times, Defendants required Plaintiff and the Class Members to incur certain business expenses in the course of performing their duties.

68. As described above, the Defendants required Flores and all of the other Class Members to incur certain business expenses in the course of performing their duties. Defendants required Flores and all of the other Class Members to supply mobile phones to perform their job duties. However, Defendants did not provide these items and did not reimburse Flores and the



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1 other Class Members for these items.

2 69. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
3 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
4 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
5 during the course of performing their duties.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO ISSUE ACCURATE AND COMPLETE WRITTEN WAGE**

8 **STATEMENTS**

9 **Lab. Code § 226**

10 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

11 70. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 71. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
13 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
14 statement showing:

15 A. Gross wages earned;

16 B. Total hours worked by the employee, except for any employee whose
17 compensation is solely based on a salary and who is exempt from payment of overtime under
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

19 C. The number of piece rate units earned and any applicable piece rate if the
20 employee is paid on a piece-rate basis;

21 D. All deductions, provided that all deductions made on written orders of the
22 Employee may be aggregated and shown as one item;

23 E. Net wages earned;

24 F. The inclusive dates of the period for which the employee is paid;

25 G. The name of the employee and his or her social security number, except
26 that by January 1, 2008, only the last four digits of his or her social security number or an
27 employee identification number other than a social security number may be shown on the itemized
28 statement;

H. The name and address of the legal entity that is the employer; and

I. All applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the employee.



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1 72. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
2 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
3 the employer fails to provide accurate and complete information as required by California Labor
4 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
5 alone one or more of the following:

6 A. The amount of the gross wages or net wages paid to the employee during
7 the pay period or any of the other information required to be provided on the itemized wage
8 statement pursuant to California Labor Code § 226(a);

9 B. Which deductions the employer made from gross wages to determine the
10 net wages paid to the employee during the pay period;

11 C. The name and address of the employer and, if the employer is a farm labor
12 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
13 and address of the legal entity that secured the services of the employer during the pay period;

14 D. The name of the employee and only the last four digits of his or her social
15 security number or an employee identification number other than a social security number; and

16 E. The number of piece-rate units earned and the piece rate.

17 73. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
18 means a reasonable person would be able to readily ascertain the information without reference
19 to other documents or information.

20 74. As alleged herein, at all relevant times during the applicable limitations period,
21 Defendants violated California Labor Code section 226 because they did not properly and
22 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
23 the corresponding number of hours worked at each rate by the employee and other requirements
24 of California Labor Code section 226. Defendants failed to state in the wage statements they
25 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
26 including, but not limited to, all meal period premium wages earned, all rest break premium wages
27 earned, and other required information.

28 75. Defendants’ failure to provide Plaintiff and the other Class Members with accurate
wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
the other Class Members with accurate wage statements but intentionally provided wage
statements that Defendants knew were not accurate.



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76. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records and/or has led to the submission of inaccurate information about wages to state and federal government agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the wage statements whether Defendants complied with their obligations under California Labor Code section 226(a).

SIXTH CAUSE OF ACTION

WILLFUL FAILURE TO TIMELY PAY FINAL WAGES

(Lab. Code §§ 201, 202, and 203)

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

77. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

78. At all relevant times during the applicable limitations period, Plaintiffs and the Class have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 201, 202, and 203, and the Wage Order.

79. Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

80. Labor Code § 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72-hours notice before quitting are due and payable within 72 hours.

81. The Defendants failed to pay Flores and all of the other Class Members whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Flores, including all meal period premium wages earned, all rest break premium wages earned, and other compensation. Additionally, Defendants failed to issue to Flores and all of the other Class Members whose employment ended their final paychecks.

82. By failing to pay such earned wages to Plaintiff and the Class Members, Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code



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§ 201 or § 202.

83. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff and the Class Members all of their earned and unpaid wages (described above) have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order, even though at all relevant times, they have had the ability to comply with those legal requirements.

84. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200, *et seq.*)

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

85. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

86. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

87. The unlawful conduct of Defendants alleged herein amount to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to compensate employees for all earned wages.

88. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class Members were deprived of all meal period premium wages earned, all rest break premium wages earned, vacation pay, and comparable money and property.

89. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

90. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in



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connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

EIGHT CAUSE OF ACTION

CIVIL PENALTIES

Lab. Code §§ 2698, *et seq.*

**(Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California,
against all Defendants)**

91. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

92. The “Aggrieved Employees” are all members of the Class defined above who Defendants employed during the period beginning September 11, 2022, and ending on the date that final judgment is entered in this action.

93. Labor Code § 204 states:

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ...

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall



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1 apply to the covered employees.

2 (d) The requirements of this section shall be deemed satisfied by the payment
3 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
4 more than seven calendar days following the close of the payroll period.

5 94. Defendants paid wages to employees on regular intervals. Defendants, however,
6 failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information
7 and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such
8 intervals for all wages earned and all hours worked.

9 95. During the applicable time period, Defendants violated California Labor Code §§
10 201, 202, 203, 204, 226, 226.7, 227.3, 512, 1174, 1198, and 2802.

11 96. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
12 behalf of themselves and other current or former employees, to bring a civil action to recover civil
13 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

14 97. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the
15 Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants' violations
16 of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 227.3, 512, 1174, 1198, and 2802
17 during the applicable limitations period in the following amounts:

18 A. For violations of California Labor Code § 204, one hundred dollars
19 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
20 (\$200.00) for each Aggrieved Employee for each subsequent, willful, or intentional violation
21 (penalty amounts established by California Labor Code § 210).

22 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
23 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
24 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
25 California Labor Code § 226.3).

26 C. For violations of California Labor Code § 512, fifty dollars (\$50.00) for
27 each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for each
28 Aggrieved Employee for each subsequent violation, per pay period (penalty amounts established
by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars
(\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by



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California Labor Code § 1174.5).

E. For violations of California Labor Code §§ 201, 202, 203, 226.7, 227.3, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

98. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated September 11, 2023, Plaintiff filed written notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the notice to the LWDA dated September 11, 2023 is attached as **Exhibit A**. Plaintiff submitted her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it does not intend to investigate these allegations.

99. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in connection with their claims for civil penalties.

V. PRAYER FOR RELIEF

100. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for relief and judgment against Defendants as follows:

A. An order that the action be certified as a class action with respect to Plaintiff’s claims for violations of California law;

B. An order that Plaintiff be appointed class representative;

C. An order that counsel for Plaintiff be appointed class counsel;

D. Unpaid vacation, missed meal period, and missed rest period wages;

E. Civil penalties;

F. Liquidated damages;

G. Statutory penalties, including waiting time penalties;

H. Restitution;



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- I. Declaratory relief;
J. Actual damages;
K. Pre-judgment interest;
L. Costs of suit;
M. Reasonable attorneys' fees; and
N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: November 15, 2023

By:



DAVID G. SPIVAK, Attorney for
Plaintiff, STEPHANIE FLORES, and
all others similarly situated



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EXHIBIT A



THE SPIVAK LAW FIRM

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SENT BY ELECTRONIC SUBMISSION AND CERTIFIED MAIL

September 11, 2023

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Stephanie Flores / Freedom Care LLC

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Stephanie Flores (hereafter “Flores” or “Complainant”) provides notice that Freedom Care LLC, Freedom Care CA LLC, and related entities (collectively “the Freedom Care Employers” or “the Employers”) violated her rights and those of all other individuals the Freedom Care Employers have employed or otherwise contracted with in California as hourly, non-exempt employees, including Centralized Form Specialists, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 512, 1174, 1198, 2802, and other Labor Code statutes. On behalf of herself and all other Aggrieved Employees, Flores hereby provides this notice to the Labor & Workforce Development Agency and the Freedom Care Employers and their agents and representatives.

At all relevant times, the Freedom Care Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Flores and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

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///
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Statement of Facts

On approximately June 15, 2020, the Freedom Care Employers began to employ Flores in Los Angeles (remotely) in the position of hourly, non-exempt intake coordinator. In or about December 2021 Freedom Care Employers promoted Flores to a centralized form specialist. Flores worked remotely from her home, for the Freedom Care Employers. The Freedom Care Employers continuously employed her in that capacity until on or about January 3, 2023, when her employment ended.

At all relevant times, the Freedom Care Employers issued wages to Flores and all of the other Aggrieved Employees on a biweekly (26 paychecks/year) basis and paid them by the hour. At all relevant times, the Freedom Care Employers classified Flores and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order. Flores and the Aggrieved Employees often worked five (5) to six (6) days in a workweek, and between eight (8) to ten (10) hours per workday. At all relevant times, Flores and the Aggrieved Employees worked over eight (8) hours in one workday and over forty (40) hours in one workweek.

At all relevant times, the Freedom Care Employers failed to provide Flores and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. Due to the workload and failure to hire sufficient staff members, the Employers denied Flores and the Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. At all relevant times, Flores began her workday at 5:00 a.m. and the Employers informed her that she could only take her scheduled lunches at 10:30 a.m. A paystub issued by the Employers to Flores, dated June 1, 2022, demonstrates that eight (8) out of the (9) meal periods Flores took during that pay period, were late meal periods, only permitted after the first five hours of work. **Exhibit 1.** On a daily basis, the Employers' managers designated the times at which Flores and the Aggrieved Employees were permitted to take their lunch breaks. The Employers also denied 30-minute off-duty meal periods to Flores and the Aggrieved Employees because they were often interrupted by the Employers who required them to complete work tasks during meal breaks or to cut their meal breaks short and return to work. The Freedom Care Employers also failed to pay premium wages for days on which they failed to provide Flores and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Freedom Care Employers failed to authorize and permit Flores and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks

every four hours worked or major portion thereof. The Freedom Care Employers also failed to pay premium wages for days on which they failed to authorize and permit Flores and all of the other Aggrieved Employees to take rest breaks as required by law.

The Freedom Care Employers failed to pay all earned but unused vacation pay to Flores and all of the other Aggrieved Employees at their final rates of pay. Under the policies and practices of the Freedom Care Employers, Flores and all of the other Aggrieved Employees earned vacation pay hours during employment. Under such policies, these accrued but unused forms of vacation pay were subject to forfeit at the conclusion of the employment relationship.

At all relevant times, the Freedom Care Employers required Flores and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Freedom Care Employers required Flores and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Freedom Care Employers did not provide these items and did not reimburse Flores and the other Aggrieved Employees for these items.

At all relevant times, the Freedom Care Employers failed to issue to Flores and all of the other Aggrieved Employees complete and accurate wage statements that state all wages earned. The Freedom Care Employers knowingly and intentionally failed to state on the wage statements they issued to Flores and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all meal period premium wages earned, all rest break premium wages earned, and other required information.

The Freedom Care Employers also failed to timely pay Flores and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment. The Employers failed to issue to Flores her final paystub when her employment ended, and she has yet to receive it.

The Freedom Care Employers failed to maintain accurate employee records of Flores and all of the other Aggrieved Employees.

For the reasons stated herein, Flores alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The Freedom Care Employers failed to pay all earned but unused vacation pay to Flores and all of the other Aggrieved Employees at their final rates of pay;
- (b) The Freedom Care Employers failed to provide Flores and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Freedom Care Employers failed to authorize and permit Flores and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Freedom Care Employers failed to compensate Flores and all of the other Aggrieved Employees at one hour's pay for each day in which the Freedom Care Employers failed to provide them with one or more meal periods as required by law;
- (e) The Freedom Care Employers failed to compensate Flores and all of the other Aggrieved Employees at one hour's pay for each day in which the Freedom Care Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The Freedom Care Employers knowingly and intentionally failed to provide Flores and all of the other Aggrieved Employees with accurate wage statements;
- (g) The Freedom Care Employers willfully failed to timely pay Flores and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Freedom Care Employers and when their employment ended; and
- (h) The Freedom Care Employers failed to maintain accurate employment records pertaining to Flores and all of the other Aggrieved Employees.

Accordingly, Flores now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the Freedom Care Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to “all persons employed in professional, technical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or other basis...” Wage Order, § 1. The Wage Order defines “Professional, Technical, Clerical, Mechanical, and Similar Occupations” to include

professional, semiprofessional, managerial, supervisory, laboratory, research, technical, clerical, office work, and mechanical occupations. Said occupations shall include, but not be limited to, the following: accountants; agents; appraisers; artists; attendants; audio-visual technicians; bookkeepers; bundlers; billposters; canvassers; carriers; cashiers; checkers; clerks; collectors; communications and sound technicians; compilers; copy holders; copy readers; copy writers; computer programmers and operators; demonstrators and display representatives; dispatchers; distributors; door-keepers; drafters; elevator operators; estimators; editors; graphic arts technicians; guards; guides; hosts; inspectors; installers; instructors; interviewers; investigators; librarians; laboratory workers; machine operators; mechanics; mailers; messengers; medical and dental technicians and technologists; models; nurses; packagers; photographers; porters and cleaners; process servers; printers; proof readers; salespersons and sales agents; secretaries; sign erectors; sign painters; social workers; solicitors; statisticians; stenographers; teachers; telephone, radiotelephone, telegraph and call-out operators; tellers; ticket agents; tracers; typists; vehicle operators; x-ray technicians; their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations

Wage Order, § 2(O). At all relevant times during the applicable limitations period, the Freedom Care Employers, Flores, and all of the Aggrieved Employees were covered by the Wage Order because the Freedom Care Employers operated, and Flores, and all of the Aggrieved Employees, worked for a caregiver recruiting company, their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations. Accordingly, Flores and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Forfeiture of Vacation Pay
(Lab. Code § 227.3)

Section 227.3 of the Labor Code states that, unless otherwise stipulated by a collective bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations and an employee is terminated without having fully utilized his vested vacation time, all vested vacation must be paid to the employee at his final rate in accordance with such contract of employment or employer policy respecting vacation eligibility or time served. In addition, the statute prohibits an employment contract or employer policy from providing for forfeiture of such vested vacation time upon an employee's termination of employment, regardless of the reason for termination. (See *Suastez v. Plastic Dress-Up Co.* (1982) 31 Cal.3d 774, [183 Cal.Rptr. 846, 646 P.2d 122 (1982)].)

The California Supreme Court has examined the terms under which an employee acquires a vested right to vacation benefits that is protected against forfeiture. The Supreme Court concluded that a "proportionate right to a paid vacation 'vests' as the labor is rendered." Thus, an employee is entitled to a pro rata share of vacation pay upon termination of employment even though he has not completed all of the service requirements specified in the employer's policy or plan.

An employer should never, by reason of the employee's termination, attempt to divest or forfeit any portion of the vacation benefits in which the employee has acquired a vested interest pursuant to the terms of the employer's policy or agreement.

A vacation policy that provides for the forfeiture of vacation pay that is not used by a specified date, such as an employee's anniversary date, is impermissible under California law. Courts have held that such "use-it-or-lose-it policies" result in forfeitures of vested vacation pay and thus transgress the requirements of Labor Code Section 227.3. Such policies do not permit employees to carry over vacation time from one year to the next and do not allow employees to receive vacation pay in lieu of taking vacation time off.

The DLSE's enforcement policy permits employers to exclude employees from a vacation policy during a specified period of time at the beginning of employment. This could apply to a probationary or introductory period or even the first year of employment. If the policy is properly drafted, employees will not be entitled to prorated vacation benefits if they separate from the employer for any reason during the

probationary period or “initial employment.” (D.L.S.E. Operations and Procedures Manual § 7(a).) However, such an exclusion will be recognized only if it is not found to be a “subterfuge.” The Division will deem a subterfuge to exist if vacation benefits are implicitly earned or accrued during the waiting period. For example, if a policy provides that employees do not earn any vacation during their first year of employment, but earn four weeks’ vacation during the second year and are reduced to two weeks’ vacation the third year, the Division will contend that the policy involves a subterfuge. This is based on the Division’s position that the policy, when viewed as a whole, makes it clear that two of the four weeks’ vacation attributed to the second year are actually earned in the first years. In a case where such a subterfuge is found, employees who separate during the so-called “waiting period” (i.e., the first year of employment in the example) will be entitled to prorated vacation pay.

The Division takes the position that vacation pay for a terminating employee must be prorated on a daily basis and must be paid at the final rate of pay in effect as of the date of the separation. (See D.L.S.E. Operations and Procedures Manual § 8; D.L.S.E. Enforcement Policies and Interpretations Manual § 13.3 (1998); Letter of Chief Deputy Labor Commissioner Albert J. Reyff (Oct. 28, 1986).)

The Freedom Care Employers maintained vacation pay policies and practices with accrual components that violate Labor Code § 227.3 based on the California Supreme Court’s decision in *Suastez v. Plastic Dress-Up Co.*, supra. The Freedom Care Employers’ vacation policy fails to provide for proportionate vacation pay accruals as employees render labor and causes employees to forfeit their vested rights to vacation pay. Under the policies and practices of the Freedom Care Employers, Flores and all of the other Aggrieved Employees earned vacation pay during employment. Under such policies, these accrued but unused forms of vacation pay were subject to forfeit at the conclusion of the employment relationship. Consequently, the Aggrieved Employees are entitled to recover vacation pay.

In *Suastez*, the defendant-employer “refused to pay vacation benefits to anyone whose employment was terminated before . . . [his or her employment] anniversary date” and refused to pay the plaintiff-employee a pro rata share of his vacation pay for the time period between his last employment anniversary date and his termination date. (*Id.* at 776–77.) In finding for the plaintiff-employee, the Court held that “a proportionate right to a paid vacation ‘vests’ as the labor is rendered” and that Labor Code § 227.3 protects that right from forfeiture. (*Id.* at 784.)

It is especially worth noting that, in rejecting the contention that the plaintiff-employee had no vested right to vacation pay until his anniversary date, the Court specifically stated: “The right to some share of vacation pay vests, like pension rights, on acceptance of employment. Nonperformance of a condition subsequent, such as [defendant-employer’s] requirement that employees remain until their anniversary, can, at most, result in a forfeiture of the right to a vacation; *it cannot prevent that right from vesting.*” (*Id.* at 780–81, (italics added).)

Like the vacation pay policy the Court rejected in *Suastez*, the Freedom Care Employers’ vacation pay policies also fail to provide for proportionate accruals. Accordingly, Flores now seeks civil penalties for these Labor Code violations that the Freedom Care Employers have committed against her and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 227.3, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less

than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. . . .
- (B) If an employer fails to provide an employee a meal 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 workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational

Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Freedom Care Employers failed to provide Flores and all of the other Aggrieved Employees with all timely meal periods. The Freedom Care Employers denied Flores and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. Furthermore, the Freedom Care Employers failed to pay premium wages for days on which they failed to provide Flores and all of the other Aggrieved Employees with timely meal periods. Accordingly, Flores now seeks civil penalties for these Labor Code violations that the Freedom Care Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (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 ½) 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 workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not

limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Freedom Care Employers failed to authorize and permit Flores and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Freedom Care Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. Moreover, the Freedom Care Employers failed to pay Flores and all of the other Aggrieved Employees premium wages on workdays the Freedom Care Employers failed to provide Flores and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Flores now seeks civil penalties for these Labor Code violations that the Freedom Care Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, "An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties."

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

...

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Freedom Care Employers required Flores and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Freedom Care Employers required Flores and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Freedom Care Employers did not provide these items and did not reimburse Flores and the other Aggrieved Employees for these items. Accordingly, Flores seeks civil penalties for these Labor Code violations that the Freedom Care Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

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Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times during the applicable limitations period, the Freedom Care Employers violated Labor Code section 226 because they did not properly and

accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Freedom Care Employers failed to state in the wage statements they issued to Flores and all of the other Aggrieved Employees all their wages earned, including, but not limited to, all meal period premium wages earned, all rest break premium wages earned, and other required information. The Freedom Care Employers knowingly and intentionally failed to state on the wage statements they issued to Flores and all of the other Aggrieved Employees the earned but unpaid wages described above.

Accordingly, Flores seeks civil penalties for the Labor Code violations that the Freedom Care Employers have committed against her and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Freedom Care Employers failed to compensate Flores and all of the other Aggrieved Employees for wages earned, including, and other compensation, at the intervals stated above. As a result, the Freedom Care Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Flores now seeks civil penalties for the Labor Code violations that the Freedom Care Employers have committed against her and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each

subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the 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.

The Freedom Care Employers failed to pay Flores and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Flores, including all meal period premium wages earned, all rest break premium wages earned, and other compensation. Additionally, the Freedom Care Employers failed to issue to Flores and all of the other Aggrieved Employees whose employment ended their final paychecks. By failing to pay Flores and all of the other Aggrieved Employees as set forth above at the end of employment, the Freedom Care Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Flores seeks civil penalties from the Freedom Care Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200

per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));

2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

- (a) Every employer shall keep accurate information with respect to each employee including the following:
 - (1) Full name, home address, occupation, and social security number.
 - (2) Birth date, if under 18 years, and designation as a minor.
 - (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
 - (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
 - (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
 - (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

LWDA / The Freedom Care Employers

Re: Stephanie Flores

September 11, 2023

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Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Freedom Care Employers failed to compensate Flores and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all meal period premium wages earned, all rest break premium wages earned, and related compensation. As a result, the Freedom Care Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Flores and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Flores seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Stephanie Flores will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

David@spivaklaw.com

cc: Stephanie Flores

Louis M. Benowitz, Esq.

LWDA / The Freedom Care Employers
Re: Stephanie Flores
September 11, 2023
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Yoel Gabay
Chief Executive Officer
Freedom Care LLC
1979 Marcus Ave, Suite C115
New Hyde Park, NY 11042

Freedom Care LLC
c/o Agent for Service of Process
1979 Marcus Ave, Suite C115
New Hyde Park, NY 11042

Freedom Care CA LLC
c/o Agent for Service of Process
First State Corporate Services, Inc.
1111b South Governors Avenue
Dover, DE 19904

Freedom Care LLC
California Office
12444 Victory Blvd #500
North Hollywood, CA 91606

EXHIBIT 1

***** This is not a check *****

Direct Deposit Amount\$ *****1272.20

3988A 1312 29079 139

Pay to
the order of:

STEPHANIE FLORES
REDACTED

Freedom Care LLC
1979 Marcus Ave, Suite C115
Lake Success, NY 11042
(718) 989-3886

STEPHANIE FLORES

Employee Id

1312

Check Date

06/01/2022

Hire Date

06/12/2020

Period Begin

05/15/2022

Employee Status

A

Period End

05/28/2022

Voucher Number: 29079

Pay Details				
Earnings	Hours	Rate	Amount	YTD
Regular	73.50	20.71	1,522.18	15,872.82
Floating Holiday	0.00		0.00	808.72
Holiday Off	0.00		0.00	321.52
Overtime	1.00	31.07	31.07	1,143.13
Sick	0.00		0.00	221.05
Vacation	0.00		0.00	986.70
	74.50		1,553.25	19,353.94
Taxes		Taxable	Amount	YTD
Federal Income	S-	1,546.96	108.73	1,364.47
OASDI		1,546.96	95.91	1,195.26
Medicare		1,546.96	22.43	279.54
California SITW	S-1	1,546.96	32.27	436.14
CA SDI - Employ		1,546.96	17.01	212.06
			276.35	3,487.47
Deductions			Amount	YTD
Covid internet			-30.00	-180.00
Dental Employee			5.56	66.72
Vision Employee			0.73	8.76
Transamerica Voluntary Un			28.41	340.92
			4.70	236.40

Other Info		
Direct Deposits		Amount
SOUTHLAND CREDIT UNI	****2493	1,272.20
		1,272.20
Time Off Balances		Balance
Sick Hours		11.42
Vacation Hours		24.12

"The Employee Self Service (ESS) website has moved to a new and improved site [hub.empeon.com](#). Your username and password remain the same."

"El sitio web de Employee Self Service (ESS) ha sido mejorado y trasladado a nueva página web [hub.empeon.com](#). Su nombre de usuario y contraseña siguen siendo los mismos."

Statement Summary				
Gross Pay				1,553.25
Federal Taxes				-227.07
State and Local Taxes				-49.28
Other Deductions				-4.70
Net Pay				1,272.20
Direct Deposits				1,272.20
Net Check				0.00
Punches	Date	In	Out	Hours
Mon	05/16	08:00AM	05:00PM	9.00
Mon	05/16	01:45PM	02:45PM	-1.00
Tue	05/17	08:00AM	12:00PM	4.00
Wed	05/18	07:15AM	02:00PM	6.75
Wed	05/18	12:45PM	01:45PM	-1.00
Thu	05/19	07:00AM	05:00PM	9.00
Thu	05/19	01:30PM	02:30PM	-1.00
Fri	05/20	08:00AM	05:00PM	9.00
Fri	05/20	01:45PM	02:45PM	-1.00
Mon	05/23	08:00AM	05:00PM	9.00
Mon	05/23	01:30PM	02:30PM	-1.00
Tue	05/24	08:00AM	05:00PM	9.00
Tue	05/24	02:30PM	03:45PM	-1.25
Wed	05/25	08:00AM	05:00PM	9.00
Wed	05/25	01:45PM	02:45PM	-1.00
Thu	05/26	08:00AM	05:00PM	9.00
Thu	05/26	01:30PM	02:30PM	-1.00
Fri	05/27	08:00AM	05:00PM	9.00
Fri	05/27	11:45AM	12:45PM	-1.00

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1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 1801 Century Park East, 25th Fl, Los Angeles, CA 90067.

On Monday, November 20, 2023, I served the foregoing document described as **FIRST AMENDED COMPLAINT** on interested parties by placing a true and correct copy thereof enclosed in a sealed envelope, with postage fully prepaid, addressed as follows:

XXXX (BY MAIL) I caused such an envelope to be mailed by placing it for collection and mailing, in the course of ordinary business practice, with other correspondence of The Spivak Law Firm, 1801 Century Park East, 25th Fl, Los Angeles, CA 90067.

EXECUTED on Monday, November 20, 2023, at Riverside, California.

____ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.