

EMPLOYMENT RIGHTS LAWYERS, APC.

Amir H. Seyedfarshi, (SBN 301656)
amir@employmentrightslawyers.com
6380 Wilshire Blvd., Suite 1602
Los Angeles, California 90048
Telephone: (424) 777-0964

Attorneys for Plaintiff, and on behalf of all similarly situated employees,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF LOS ANGELES – COMPLEX DIVISION**

ANASTASIA VASQUEZ, as an
individual, and on behalf of all similarly
situated employees,

Plaintiff,

v.

URGENTMED MANAGEMENT, LLC.,
a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 23STCV26509

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

1. Violation of Labor Code §§ 226.7, 512 (Meal Period Violations);
2. Violation of Labor Code § 226.7 (Rest Period Violations);
3. Violation of Labor Code §§ 201 – 203 (Waiting Time Penalties);
4. Violations of Labor Code §§ 204, 210 (Untimely Payment of Wages);
5. Violation of Labor Code § 226 (Failure to Maintain Records and Provide Accurate Itemized Wage Statements);
6. Failure to Pay for all Overtime Wages and Double Time Earned (Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001 section 3);
7. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices), and
8. Violation of Private Attorneys General Act (PAGA) (Labor Code §§ 2698, et. Seq.).

DEMAND FOR JURY TRIAL

1 Plaintiff ANASTASIA VASQUEZ (“Plaintiff” or “Vasquez”), as an individual, on behalf
2 of herself, and all other similarly situated employees complains and alleges on information and
3 belief as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this class and PAGA action on behalf of herself, the Class
6 Members, and the Aggrieved Employees. Plaintiff Class consists of all current and former non-
7 exempt employees of Defendant URGENTMED MANAGEMENT, LLC., and DOES 1-50,
8 inclusive (collectively, “Defendant”), in the State of California during the Class Period. The
9 “Class Period” is designated as the period from four years prior to the filing of this action through
10 the trial date. The Aggrieved employees consist of all current and former non-exempt employees
11 of Defendant, URGENTMED MANAGEMENT, LCC AND DOES 1-50, inclusive (collectively,
12 “Defendants”), in the State of California during the PAGA period. The PAGA period is defined
13 as one year prior to Plaintiff’s notice to the LWDA through judgement.

14 2. Plaintiff, individually and on behalf of Plaintiff Class, and the Aggrieved
15 employees seeks relief against Defendant, for Defendant’s practices of violating the applicable
16 Industrial Welfare Commission (“IWC”) Wage Orders, Code of Regulations, and Labor Codes,
17 including: (1) failure to make available meal periods or provide compensation in lieu thereof; (2)
18 failure to make available rest periods or provide compensation in lieu thereof; (3) waiting time
19 penalties; (4) untimely payment of wages; (5) failure to maintain records and issue accurate
20 itemized wage statements; (6) failure to pay all overtime wages and double time wages earned,
21 (7) violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices); and (8) Violation
22 of the Private Attorneys General Act, Labor Code §§ 2698, et. Seq. As a result of the foregoing,
23 Defendant has violated California statutory laws as described below.

24 3. Defendant’s violations of California’s wage and hour laws and unfair competition
25 laws, as described more fully below, have been ongoing throughout the Class and PAGA
26 Period.

27 **JURISDICTION AND VENUE**

28 4. Venue is proper in this judicial district and the County of Los Angeles, pursuant

1 to the Code of Civil Procedure sections 395 and 395.5, because the acts that give rise to the causes
2 of action alleged herein occurred in this county.

3 5. This Court has personal jurisdiction over Defendant, because Defendant has its
4 main place of business in, and conducts business in the State of California, and a substantial
5 portion of the acts, omissions, events, and transactions constituting the causes of action alleged
6 herein occurred within the State of California and more specifically in the County of Los Angeles,
7 where Plaintiff resides (Code Civ. Pro. § 410.10).

8 6. The California Superior Court has jurisdiction over this matter because the
9 individual claims are under the seventy-five thousand dollar (\$75,000.00) individual
10 jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional
11 threshold for federal court; and upon information and belief, Plaintiff and Defendant are citizens
12 of, residents of, and/or domiciled in the State of California. Further, there is no federal question
13 at issue as the issues herein are based solely on California statutes and law, including the Labor
14 Code, IWC Wage Orders, Code of Civil Procedure, Rules of Court, and the Business &
15 Professions Code. Thus, the above-entitled court maintains appropriate jurisdiction over this
16 matter.

17 **THE PARTIES**

18 **A. The Plaintiff**

19 7. Plaintiff Vasquez began her employment by Defendant as a non-exempt employee
20 on or around January 3, 2022 and was employed by Defendant until January 27, 2023. Plaintiff
21 Vasquez was employed by Defendant as a Medical Assistant and was hired to work five days per
22 week, eight hours per day and was compensated at \$17.25 per hour. At all relevant times herein,
23 Plaintiff Vasquez was employed by Defendant in a paid hourly non-exempt position. At all
24 relevant times herein, Plaintiff Vasquez was entitled to compensation for all hours worked and
25 meal and rest period premiums. Plaintiff Vasquez was employed by Defendant within the four (4)
26 years prior to the commencement of this action.

27 8. By way of this action, Plaintiff also seeks to represent the following Classes:

28 a. All non-exempt individuals who are or were employed by URGENTMED

MANAGEMENT, LLC., in the State of California during the Class Period.
(hereinafter, referred to as “Class Members” or the “Class”);

- b. All Class Members who did not receive their timely ten-minute, duty-free rest breaks while working for Defendant during the Class Period (hereinafter referred to as “Rest Break Class Members”);
- c. All Class Members who did not receive their timely thirty-minute meal break on or before the fifth hour of work while working for Defendant on shifts greater than five hours and/or did not receive their second meal period for shifts worked in excess of ten hours during the Class Period and/or were not paid meal period premiums for late meal breaks (hereinafter referred to as “Meal Break Class Members”);
- d. All Class Members who were not provided accurate itemized wage statements within one year prior to the filing of the Complaint;
- e. All Class Members who were not compensated for overtime wages and/or double time wages earned, and;
- f. All Class Members and whose employment with Defendant terminated during the period from three years prior to the filing of this Complaint and continuing into through judgment (hereinafter referred to “Waiting Time Penalty Class Members”).

B. The Defendant

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant URGENTMED MANAGEMENT, LLC., is a California corporation that operates a medical clinic that serves and treats patients throughout California, including in Los Angeles County, and was Plaintiff’s employer. On information and belief, and based thereon, Plaintiff alleges that Defendant is conducting business in good standing in California, and at all times herein mentioned has regularly conducted business throughout the State of California.

10. To operate its business, Defendant employs non-exempt employees, such as the Plaintiff, Class Members and the Aggrieved Employees.

1 11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
2 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
3 inclusive, but on information and belief, allege that said Defendants are legally responsible for
4 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
5 capacities of the DOE Defendants when that information is ascertained.

6 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
8 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
9 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
10 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,
11 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
12 the conduct described in this complaint.

13 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
14 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
15 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
16 below was acting, at least in part, within the course and scope of that authority as such agent,
17 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
18 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
19 are legally attributable to the other Defendants.

20 14. Defendant was and is the employer of Plaintiff, Class Members, and the Aggrieved
21 Employees for all relevant time periods.

22 **ADMINISTRATIVE PREREQUISITES**

23 15. Plaintiff brings this case as a representative action seeking penalties for the State
24 of California in a representative capacity, as provided for under PAGA, Labor Code section 2698
25 et seq., to the extent permitted by law, as an aggrieved employee who was employed by Defendant
26 and did not receive all minimum, regular, and overtime wages and double time due, was not
27 provided compliant meal or rest periods or premium compensation in lieu thereof, was not
28 provided accurate itemized wage statements, and did not receive all wages in a timely manner.

16. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause of action under PAGA only after giving the Labor Workforce Development Agency (“LWDA”) and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without notice from the LWDA.

17. On October 29, 2023, prior to the filing of this complaint, Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was given via certified mail to Defendant(s), and to the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case number of LWDA-CM-990497-23. A true and correct copy of Plaintiff's notice to the LWDA and Defendants, dated October 29, 2023, is attached hereto as **Exhibit A**.

18. Under Labor Code section 2699.3, subdivision (a)(2)(C), “Notwithstanding any other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within sixty (60) days of the time periods specified in this part.”

19. More than sixty-five (65) days have passed since Plaintiff submitted his October 29, 2023 notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Also, Plaintiff has not received notice of Defendant's intent to cure any of the alleged violations. Accordingly, Plaintiff has satisfied the administrative prerequisites for filing this action.

FACTUAL ALLEGATIONS

20. Plaintiff, Class Members and the Aggrieved employees have, at all times relevant herein, been non-exempt employees within the meaning of the Labor Code, and the implementing rules of the IWC Wage Order no. 4.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendant continues to employ non-exempt employees within California.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common across each of Defendant's locations within

1 the State of California.

2 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
3 or should have known that Plaintiff, Class Members, and the Aggrieved employees were entitled
4 to receive all required meal periods or payment of one (1) additional hour of pay at Plaintiff's and
5 Class Members' regular rate of pay when they did not receive timely, uninterrupted off-duty meal
6 periods. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice,
7 and policy of not providing compliant meal periods. Plaintiff, Class Members, and the Aggrieved
8 employees were regularly unable to take a duty-free meal period or had their meal periods
9 interrupted by Defendant. Plaintiff, Class Members, and the Aggrieved employees did not receive
10 all meal periods or payment of one (1) additional hour of pay at Plaintiff's, Class Members' or
11 the Aggrieved employees regular rate of pay when they did not receive a timely, uninterrupted
12 thirty (30) minute off-duty meal period.

13 24. During the relevant timeframe, there were periods where Defendants failed to pay
14 overtime wages to Plaintiff, Class Member, and the Aggrieved employees at the legal rates of
15 pay for all overtime hours worked, including the time worked off the clock. Plaintiff, class
16 members, and the Aggrieved employees worked often in excess of 8 hours per day and 40 hours
17 per week, and they did not receive their adequate compensation. Defendant did not have in place
18 a compliant alternative workweek schedule.

19 25. During the relevant timeframe, Defendant issued Paystubs to Plaintiff, other class
20 Members, and the Aggrieved employees which included the wrong entity's name and contact
21 details. The paystubs mention Anaheim Urgent Care Management LLC, however, Anaheim
22 Urgent Care Management is not an entity registered with the state of California.

23 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
24 or should have known that Plaintiff, Class Members, and the Aggrieved employees were entitled
25 to receive all paid rest periods or payment of one (1) additional hour of pay at Plaintiff's, Class
26 Members,' and the Aggrieved employees regular rate of pay when a rest period was missed,
27 interrupted, or shortened. In violation of the Labor Code and IWC Wage Orders, Defendant had
28 a pattern, practice, and policy of not providing paid rest periods. Defendant instructed Plaintiff,

1 Class Members, and the Aggrieved employees to forego their rest breaks. As a result, Plaintiff,
2 Class Members, and the Aggrieved employees did not receive all paid rest periods or payment of
3 one (1) additional hour of pay at Plaintiff's, Class Members,' and the Aggrieved employees
4 regular rate of pay when a paid rest period was missed, truncated, or interrupted.

5 **CLASS ACTION ALLEGATIONS**

6 27. Plaintiff brings this action on behalf of herself and all other similarly situated
7 employees, as a class action pursuant to Code of Civil Procedure section 382.

8 28. Plaintiff's proposed class consists of and is defined as follows: all individuals who
9 worked for Defendant in a California location as non-exempt employees during the Class Period.

10 29. Plaintiff reserves the right under California Rules of Court, rule 3.765, to amend
11 or modify the class description(s) with greater specificity or further division into subclasses or
12 limitation to particular issues.

13 30. This action has been brought and may be maintained as a class action pursuant to
14 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
15 litigation and because the proposed classes are easily ascertained by Defendant's personnel and
16 payroll records.

17 **Numerosity**

18 31. The potential members of the class as defined are so numerous that joinder of all
19 class members is impracticable. While the precise number of the Plaintiff Class is unknown,
20 Plaintiff is informed and believes that Defendant has employed more than 500 non-exempt
21 employees during the Class Period.

22 **Commonality**

23 32. There are common questions of law and fact arising out of Defendant's conduct
24 as described herein, including, but not limited to:

- 25 a. Whether Defendant failed and continues to fail to provide meal periods or
26 compensation in lieu thereof to Class Members;
- 27 b. Whether Defendant failed and continues to fail to authorize and permit
28 Class Members to take rest periods or compensation in lieu thereof;

- c. Whether Defendant failed to pay wages in a timely manner;
- d. Whether Defendant failed to maintain records and issue accurate wage statements; and
- e. Whether Defendant engaged in unfair/unlawful business practices.
- f. Whether Defendant failed to pay for overtime wages earned.
- g. Whether Defendant failed to pay for double time wages earned.

Typicality

33. The claims of the Plaintiff are typical of the claims for the Plaintiff Class, all of whom have incurred and/or will incur damages, as a result of Defendant's common course of conduct and common policies and practices. The claims of Plaintiff are typical because Defendant subjected all of its non-exempt employees to the identical violations of the IWC Wage Orders, Code of Regulations, Labor Code, and Business and Professions Code, among other statutes.

Adequacy of Representation

34. Plaintiff will fairly and adequately represent and protect the interests of the Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's attorneys are competent, well-versed, and experienced in litigating employment class actions and other complex litigation matters.

Superiority of Class Action

35. Under the facts and circumstances set forth above, a class action is superior to any other method available for the fair and efficient adjudication of the rights of each Class Member in as much as joinder of individual, relatively small claims of Class Members is not practical and if each employee were required to file an individual lawsuit, the corporate defendant would necessarily gain an unconscionable advantage as they would be able to exploit and overwhelm the limited resources of each individual plaintiff. Requiring each Class Member to pursue an individual remedy would also discourage the assertion of lawful claims by employees still employed by Defendant who are fearful of retaliation and permanent damage to their careers as well as employees who are fearful of retaliation and permanent damage to their careers at their new place of employment. Further, the substantial risk of inconsistent or varying verdicts or

1 adjudications with respect to the individual Class Members against Defendant herein further
2 supports class certification.

3 **FIRST CAUSE OF ACTION**

4 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

5 **(Lab. Code, §§ 226.7, 512)**

6 **(By Plaintiff, the Aggrieved Employees, and the Class Members against all Defendants)**

7 36. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
8 as if fully alleged.

9 37. Labor Code sections 226.7, 512, and the applicable IWC Wage Order provide that
10 no employer shall employ any person for a work period of more than five (5) hours without
11 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes or
12 employ any person for a work period of more than ten (10) hours without a second meal period
13 of not less than thirty (30) minutes.

14 38. Labor Code section 226.7 provides that if an employer fails to provide an
15 employee a meal period in accordance with this section, the employer shall pay the employee one
16 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
17 period is not provided in accordance with this section. Plaintiff alleges that Defendant failed to
18 provide legally compliant meal periods and/or impeded, discouraged, dissuaded, and/or failed to
19 relieve employees from all work duties during meal periods thereby preventing employees from
20 taking legally compliant meal periods. Specifically, Plaintiff, Class Members, and Aggrieved
21 employees frequently did not receive their meal period until after the fifth (5th) hour of work.
22 Plaintiff, Class Members, and Aggrieved employees also had their lunches exactly at 30 minutes
23 or much less than 30 minutes.

24 39. At all times relevant hereto, Plaintiff, Plaintiff Class, and Aggrieved employees
25 have worked shifts of more than five (5) hours in a workday.

26 40. Pursuant to Labor Code section 226.7, Plaintiff, Plaintiff Class, and Aggrieved
27 employees are entitled to damages in the amount equal to one (1) hour of wages at their regular
28 rate of pay for each missed meal break, in an amount to be proven at trial.

41. Pursuant to Labor Code section 226.7, Plaintiff individually and on behalf of the

1 Plaintiff Class, and Aggrieved employees requests recovery of meal period compensation which
2 she is owed beginning four (4) years prior to filing this complaint, as well as the assessment of
3 any statutory penalties against the Defendant, in a sum as provided by the Labor Code and/or
4 other statutes. Pursuant to Code of Civil Procedure section 1021.5, and any other provision of
5 law, Plaintiff requests the court award reasonable attorneys' fees and costs incurred by her in this
6 action.

7 **SECOND CAUSE OF ACTION**
8 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
9 **(Lab. Code, § 226.7)**
10 **(By Plaintiff, the Aggrieved Employees and the Class Members against all Defendants)**

11 42. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
12 as if fully alleged.

13 43. Labor Code section 226.7 and the applicable Wage Order provide that employers
14 authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time
15 per four (4) work hours, or major fraction thereof.

16 44. Labor Code section 226.7, subdivision (b), provides that if an employer fails to
17 provide employee rest periods in accordance with this section, the employer shall pay the
18 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
19 that the rest period is not provided. Plaintiff, Plaintiff Class, and Aggrieved Employees
20 consistently worked over four (4) hours per shift with no rest breaks, or otherwise had their rest
21 breaks interrupted or shortened due to Defendant's uniform policies and practices.

22 45. Defendant failed to reasonably make available rest breaks to Plaintiff, Plaintiff Class,
23 and Aggrieved Employees throughout the Class and PAGA Period due to their understaffing,
24 workload, and demands.

25 46. Plaintiff, Plaintiff Class, and Aggrieved Employees are entitled to damages in an
26 amount equal to one (1) hour of wages per missed rest break, in a sum to be proven at trial.
27 Pursuant to Code of Civil Procedure section 1021.5, and any other provision of law, Plaintiff
28 requests the court award reasonable attorneys' fees and costs incurred by her in this action.

THIRD CAUSE OF ACTION
Waiting Time Penalties For Failure To Pay Wages Due On Termination
[Cal. Labor Code §§ 201-203]
(On Behalf of Plaintiff, the Aggrieved Employees and the Waiting Time Class against all Defendants)

47. Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

48. Labor Code § 203 provides “if an employer willfully fails to pay . . . any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty. . .” for up to 30 days. Lab. Code § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487, 492.

49. Due to Defendant’s faulty policies described above, including its failure to pay meal and rest break premiums, failure to not pay overtime, Defendant violated Labor Code § 203, for those employees whose employment ended within the last three years and ongoing (i.e., the Waiting Time Class Members and Aggrieved Employees) by willfully failing to pay them all wages due upon the termination of their employment.

FOURTH CAUSE OF ACTION
Failure to Pay Wages
(Labor Code §§ 204, 210)
(By Plaintiff, the Aggrieved Employees and the Class Members against all Defendants)

50. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

51. Pursuant to Cal. Lab. Code § 204, “all wages...earned by any person in employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

52. Plaintiff, Plaintiff Class, and Aggrieved Employees who worked for Defendant during the Class and PAGA Period were not paid in a timely manner.

53. Pursuant to Cal. Lab. Code 210, Plaintiff is entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee all of the wages earned; in addition, pursuant to Section 210, for each subsequent failure to pay in compliance with Labor Code Section 204, Plaintiff is entitled to recover an additional amount equal to 25% of the unlawfully withheld

1 wages.

2 54. As a direct and proximate result of Defendant's conduct in violation of the Labor
3 Code as alleged above, Plaintiff, Class members, and Aggrieved Employees have suffered, and
4 continue to suffer, losses related to the use and enjoyment of wages and lost interest on such
5 wages all to their damage in amounts according to proof at trial.

6 **FIFTH CAUSE OF ACTION**
7 **Failure to Provide Accurate Itemized Wage Statements**
8 **(Labor Code § 226)**
9 **(On Behalf of Plaintiff, the Aggrieved Employees and the Class against all Defendants)**

10 55. Plaintiff realleges and incorporates by reference each and every allegation set forth
11 in the preceding paragraphs.

12 56. At all times relevant hereto, Defendant failed to issue payroll statements to
13 Plaintiff, Plaintiff Class, and Aggrieved Employees which complied with *Labor Code* § 226 in
14 that the statements issued to Plaintiff, Plaintiff Class, and Aggrieved Employees did not properly
15 and accurately include their premium pay for meal/rest breaks not afforded.

16 57. Defendant issues paystubs to Plaintiff, Class members, and Aggrieved Employees
17 that did not include the correct name of the Defendant. The paystubs issued to Plaintiff, Class
18 members, and Aggrieved Employees states the wrong entity's name. The paystub issued to
19 Plaintiff, class members, and Aggrieved Employees states Anaheim Urgent Care Management
20 LLC which is not a legal entity registered by the state of California.

21 58. Defendant knowingly and intentionally failed to comply with *Labor Code*
22 §226(a), causing damage to Plaintiff, Plaintiff Class, and Aggrieved Employees. These
23 damages, including but not limited to, costs expended calculating the actual hours worked and
24 the amount of employment taxes which were not properly paid to state and federal tax
25 authorities, are difficult to estimate. Therefore, Plaintiff, Plaintiff Class, and Aggrieved
26 Employees elects to recover liquidated damages of \$50.00 for the initial pay period in which the
27 violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to *Labor*
28 *Code* § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

59. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus

attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).

SIXTH CAUSE OF ACTION

Failure to Pay for all Overtime Wages Earned

(Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001 section 3)

(By Plaintiff, the Aggrieved Employees and the Class Members against all Defendants)

60. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

61. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4, Defendant is required to compensate Plaintiff, Class Members, and Aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

62. Plaintiff, Class Members, and Aggrieved employees are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 4. During the Class Period, Defendant failed to compensate Plaintiff and Class Members for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 4; requiring, permitting or suffering Plaintiff, Class Members, and Aggrieved employees to work off the clock; requiring, permitting or suffering Plaintiff, Class Members, and Aggrieved employees to work through meal and rest breaks; illegally and inaccurately recording time in which Plaintiff and Class Members worked; illegally rounding the work hours of Plaintiff, Class Members, and Aggrieved employees; failing to properly maintain Plaintiff's, Class Members,' and Aggrieved employees' records; failing to provide accurate itemized wage statements to Plaintiff, Class Members, and Aggrieved employees for each pay period; and other methods to be discovered.

63. Defendant did not have in place and does not have a proper alternative workweek

1 schedule. Defendant has never applied for a proper alternative workweek schedule and thus,
2 Defendant cannot use the protection of alternative workweek schedule for this matter.

3 64. In violation of California law, Defendant has knowingly and willfully refused to
4 perform their obligations to compensate Plaintiff, Class Members, and Aggrieved employees for
5 all wages earned and all hours worked. As a proximate result, Plaintiff, Class Members, and
6 Aggrieved employees have suffered, and continue to suffer, substantial losses related to the use
7 and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
8 seeking to compel Defendant to fully perform their obligations under state law, all to their
9 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
10 this Court.

11 65. Defendant's conduct described herein violates California Labor Code §§ 510,
12 1194, 1198 and IWC Wage Order No. 4. Therefore, pursuant to California Labor Code §§ 200,
13 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code
14 and IWC Wage Orders, Plaintiff, Class Members, and Aggrieved employees are entitled to
15 recover the unpaid balance of wages owed to them by Defendant, plus interest, penalties,
16 attorneys' fees, expenses, and costs of suit.

17 **SEVENTH CAUSE OF ACTION**
18 **Unfair/Unlawful Business Practices**
19 **(Bus. & Prof. Code, §§ 17200 et seq.)**
20 **(By Plaintiff, the Aggrieved Employees and the Class Members against all Defendants)**

21 66. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
22 as if fully alleged herein.

23 67. Plaintiff brings this claim individually, on behalf of Class Members, and
24 Aggrieved Employees.

25 68. Business and Professions Code section 17200 ("UCL") prohibits unfair
26 competition in the form of any unlawful, unfair, or fraudulent business act or practice.

27 69. Business and Professions Code section 17204 allows "any person who has suffered
28 injury in fact and has lost money or property as a result of such unfair competition" to prosecute
a civil action for violation of the UCL.

1 70. Labor Code section 90.5, subdivision (a), states it is the public policy of California
2 to vigorously enforce minimum labor standards in order to ensure employees are not required to
3 work under substandard and unlawful conditions, and to protect employers who comply with the
4 law from those who attempt to gain competitive advantage at the expense of their workers by
5 failing to comply with minimum labor standards.

6 71. Beginning at an exact date unknown to Plaintiff, but at least since the date four
7 years prior to the filing of this complaint, Defendant has committed acts of unfair competition as
8 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent
9 business practices and acts described in this complaint, including, but not limited to, violations of
10 Labor Code sections 201 202, 203, 204, 206, 210, 226, 226.3, 226.7 and 512, as well as other
11 statutes.

12 72. The violations of these laws and regulations, as well as of fundamental California
13 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
14 Business and Professions Code sections 17200 et seq.

15 73. As a result of these actions, Plaintiff, on information and belief, alleges that
16 Defendant, through its unlawful, unfair and/or fraudulent business practices, has gained an
17 unlawful competitive advantage over other comparable companies in the State of California in
18 violation of Business and Professions Code sections 17000 et seq. and sections 17200 et seq.

19 74. The victims of these unlawful, unfair, and/or fraudulent business practices include,
20 but are not limited to, Plaintiff, putative Class Members, Aggrieved Employees, competing
21 medical clinics in the State of California, and the general public. Plaintiff is informed and
22 believes, and thereon alleges, that Defendant performed the above-mentioned acts with the intent
23 of gaining an unfair competitive advantage and thereby injuring Plaintiff, putative class members,
24 Aggrieved Employees, other competitors, and the general public.

25 75. Plaintiff's success in this action will enforce important rights affecting the public
26 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf
27 of herself.

28 76. Business and Professions Code section 17203 provides that a court may make such

orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendant from repeating their unlawful, unfair, and fraudulent business acts and business practices alleged above.

77. Business and Professions Code section 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such unfair competition. Plaintiff, Plaintiff Class, and Aggrieved Employees are entitled to restitution pursuant to Business and Professions Code section 17203 for wages and payments unlawfully withheld from employees, including the fair value of the meal and rest periods and other losses alleged herein, during the four-year period prior to the filing of this complaint. All remedies are cumulative pursuant to Business and Professions Code section 17205.

78. Business and Professions Code section 17202 provides: “Notwithstanding section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition.” Plaintiff, Plaintiff Class, and Aggrieved Employees are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

79. Plaintiff requests injunctive relief pursuant to Business and Professions Code section 17203 to enjoin Defendant from continuing the unfair/unlawful business practices alleged herein.

80. Plaintiff herein takes upon herself enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action. The action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to Code of Civil Procedure section 1021.5 and other statutes.

EIGHTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL
ACT
(Lab. Code, §§ 2698 et seq.)
(By Plaintiff and the Aggrieved Employees against All Defendants)

1 81. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
2 as if fully allege herein.

3 82. Labor Code sections 2698–2699.5 provide that a civil penalty, assessed and
4 collected by the Labor and Workforce Development Agency or any of its departments, divisions,
5 commissions, boards, agencies or employees (“LWDA”) for certain violations of the Labor Code,
6 may be recovered through a civil action by an aggrieved employee on behalf of herself and
7 collectively on behalf of all other current or former employees.

8 83. Labor Code section 2699, subdivision (a), also known as the Private Attorneys
9 General Act of 2004 (or PAGA), states: “Notwithstanding any other provision of law, any
10 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
11 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
12 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
13 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
14 or former employees pursuant to the procedures specified in section 2699.3.”

15 84. Plaintiff and Class Members are “aggrieved employees” as defined by Labor Code
16 section 2698 et seq. in that they are all current or former employees of Defendant, and one or
17 more of the alleged violations was committed against them.

18 85. On October 29, 2023, prior to filing this complaint, Plaintiff gave written notice
19 by certified mail to the LWDA and to Defendant of the specific provisions alleged to have been
20 violated, including the facts and theories to support the alleged violations as required by Labor
21 Code section 2699.3, subdivision (a)(1). (See “Exhibit A”), which are hereby incorporated by
22 reference.

23 86. The LWDA has not provided Plaintiff with any notice that it intends to investigate
24 the alleged violations. Plaintiff does not anticipate an investigation into his claims by the LWDA.

25 87. Pursuant to Labor Code section 2699.3, notwithstanding any other provision of
26 law, Plaintiff may, as a matter of right, amend the existing complaint to add a cause of action
27 under Labor Code section 2698.

28 88. Plaintiff, individually and on behalf of all aggrieved Class Members, asserts all of
the claims in this complaint against Defendant under the capacity of PAGA, and seeks all statutory

1 penalties available under the Labor Code.

2 89. Pursuant to Labor Code section 2698 et seq., Plaintiff, individually and on behalf
3 of all aggrieved Class Members, requests and is entitled to recover from Defendant: unpaid wages,
4 overtime compensation, double time compensation, rest and meal period compensation and
5 penalties, waiting period wages and penalties according to proof, penalties for failure to keep
6 accurate payroll records, interest, attorneys' fees and costs pursuant to Labor Code sections 201,
7 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 2802, as well as all statutory
8 penalties, and attorneys' fees against Defendants. The aforementioned penalties include, but are
9 not limited to, the following:

- 10 a. Penalties under Labor Code section 2698 in the amount of one hundred dollars
11 (\$100.00) for each aggrieved employee per pay period for each initial
12 violation, and two hundred dollars (\$200.00) for each aggrieved employee per
13 pay period for each subsequent violation;
- 14 b. Penalties under Code of Regulations, Title 8, Section 11070 in the amount of
15 fifty dollars (\$50.00) for each aggrieved employee per pay period for the initial
16 violation, and two-hundred dollars (\$200.00) for each aggrieved employee per
17 pay period for each subsequent violation;
- 18 c. Any and all additional penalties and sums as provided by the Labor Code
19 and/or other statutes.

20 90. In addition thereto, pursuant to Labor Code section 2699, subdivision (i), Plaintiff
21 seeks and is entitled to: seventy percent (75%) of all penalties obtained under Labor Code section
22 2698 to be allocated to the Labor and Workforce Development Agency for enforcement of labor
23 laws, including the administration of this part, and for education of employers and employees
24 about their rights and responsibilities under this code, to be continuously appropriated to
25 supplement and not supplant the funding to the agency for those purposes; and twenty five percent
26 (25%) to the aggrieved employees.

27 91. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
28 costs pursuant to Labor Code section 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure section 382;
2. The Court appoint Plaintiff as Class Representative;
3. The Court appoint Employment Rights Lawyers, APC as class counsel;
4. For compensatory and statutory damages;
5. All wages overtime and double time wages owed to Plaintiff and the Class Members;
6. For restitution of all monies due to Plaintiff and Plaintiff Class from the unlawful/unfair business practices of Defendant;
7. For injunctive relief;
8. For statutory and civil penalties according to proof;
9. For reasonable attorneys' fees and costs pursuant to Labor Code section 226, subdivision (e), Code of Civil Procedure section 1021.5, and/or other applicable laws statutes; and
10. That the Court award such other and further relief as this Court may deem appropriate.

Dated: January 2, 2024

EMPLOYMENT RIGHTS LAWYERS, APC

By: Amir Seyedfarshi
Amir H. Seyedfarshi, Esq.
Attorney for Plaintiff and on behalf of all similarly
situated employees

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Dated: January 2, 2024 **EMPLOYMENT RIGHTS LAWYERS, APC**

Amir Seyedfarshi

Amir H. Seyedfarshi, Esq.

Attorney for Plaintiff and on behalf of all similarly
situated employees

EXHIBIT A



Employment Rights Lawyers, APC
6380 Wilshire Blvd., Suite 1602
Los Angeles, CA 90048
424-777-0964
amir@employmentrightslawyers.com

October 29, 2023

Via Online Filing with the LWDA & Defendant's Attorney of Records

URGENTMED MANAGEMENT, LLC
C/O Luanna Magee, Agent for Service of Process
888 S. FIGUEROA STREET Ste 600
Los Angeles CA 90017

URGENTMED MANAGEMENT, LLC
C/O Luanna Magee, Agent for Service of Process
2381 Rosecrans Avenue, Suite 115
Los Angeles, CA 90245

**Re: NOTICE OF INTENT TO FILE SUIT (Labor Code § 2699.3)
*Anastasia Vasquez v. URGENTMED MANAGEMENT, LLC.***

Dear Gentleperson:

This letter is the written notice ("Notice") required by the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698 *et seq.*, including without limitation Labor Code sections 2699.3 (a)(1) and/or any other applicable provision of statute, rule, or law. This letter is being sent simultaneously via online filing with the California Labor and Workforce Development Agency ("LWDA"). This letter is an important formal legal notice which may lead to action against you and/or URGENTMED MANAGEMENT, LLC., ("Defendant") in a court of law and/or in administrative proceedings; and to the imposition of substantial penalties, damages, and/or other orders against you and/or Defendant.

My office represents Plaintiff Anastasia Vasquez ("Plaintiff") and a proposed group of current and former Aggrieved Employees of Defendant or any affiliated entities of Defendant, including but not limited to any of its co-employers, successors in interest, and/or merged entities ("Defendant") in connection with Plaintiff's individual and/or PAGA representative action claims for, *inter alia*, civil penalties based on, without limitation, the following ("PAGA Claims"):

- (1) Defendant's failure to provide timely duty-free rest periods within the first four (4) hours or major fraction thereof, and/or pay rest period premiums for late, on-duty, or missed rest breaks in violation of Labor Code sections 226.7 and 512 and

Section 12 of the applicable IWC Wage Order;

- (2) Defendant's failure to provide timely duty-free meal periods and/or pay meal period premiums for late, on-duty, or missed meal breaks in violation of Labor Code sections 226.7 and 512 and Section 11 of the applicable IWC Wage Order;
- (3) Defendant's failure to provide accurate itemized wage statements in violation of Labor Code section 226 for failure to include: (a) all hours worked; and (b) rest and meal period premiums owed on Defendant's wage statements issued to Plaintiff and the Wage Statement Aggrieved Employees;
- (4) statutory penalties based upon the foregoing, pursuant to Labor Code section 226;
- (5) Defendant's failure to timely pay employees all wages and failure to pay wages and meal and rest period premiums due on a bi-monthly basis when other wages were paid as required by Labor Code sections 204 and 210; and
- (6) Defendants' failure to pay all overtime wages and double time wages earned (Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001 section 3); and,
- (7) statutory penalties under PAGA based upon the foregoing, pursuant to Labor Code sections 2698 *et seq.*

In connection with these PAGA Claims, Plaintiff and the Aggrieved Employees seek PAGA penalties from at least one year prior to the date of this Notice and ongoing (the "PAGA Period"). Plaintiff seeks to represent the following groups of Aggrieved Employees:

- (1) "Aggrieved Employees": All current or former hourly, non-exempt employees who worked for Defendant in California during the PAGA period;
- (2) "Meal Break Aggrieved Employees": All Aggrieved Employees who worked at least 6 hours in a shift for Defendant during the PAGA Period;
- (3) "Rest Break Aggrieved Employees": All Aggrieved Employees who worked more than 3.51 hours in a shift for Defendant during the PAGA Period; and
- (4) "Wage Statement Aggrieved Employees": All Aggrieved Employees who were issued at least one wage statement from Defendant during the PAGA Period;

This notice is hereby given to and is made against Defendant, and all related and/or alter ego companies, corporations, partnerships, and /or business entities, as well as against any and all officers, owners, directors managers, managing agents, or entities who are or may be liable under law for any of the alleged violations as to the Aggrieved Employees who worked at any location of Defendant at any time during the PAGA Period in the State of California.

I. FACTUAL BACKGROUND

Plaintiff is a former employee of Defendant, who was hired in or around January 3, 2022, and was employed by Defendant until January 27, 2023. Plaintiff worked as a medical assistant five days per week, eight hours per day and was compensated at \$17.25 per hour.

Plaintiff and the Aggrieved Employees are or were required to use a punch in and out system to record time worked for Defendant. From the commencement of Plaintiff's employment, Defendant did not have or enforce a policy for Plaintiff or the Meal Break Aggrieved Employees to take timely, uninterrupted, duty free, thirty-minute meal periods. Defendant knew that Defendant's employees could not possibly take a meal break without leaving their assigned job duties, resulting in an on-premise meal break. As a result, most employees typically took their meal periods after the end of the fifth hour of work. Furthermore, Defendant did not compensate Plaintiff or Aggrieved employees for their meal breaks.

Furthermore, from the commencement of Plaintiff's employment, Defendant did not have or enforce a policy for Plaintiff or the Rest Break Aggrieved Employees to take timely, uninterrupted, duty free, ten-minute rest periods. Due to the nature of their job, Plaintiff and Aggrieved employees needed to be with their patients at all times, and constantly missed rest breaks, without any compensation. Even though the Defendant knew Plaintiff or the Aggrieved Employees nature of the job was such that they could not leave their patients, Defendant never paid Plaintiff or the Aggrieved Employees the one hour of additional pay at their regular rate for being required to skip, work through, or untimely take their meal and/or rest periods, as required by California law.

Defendant also failed to compensate Plaintiff and Aggrieved Employees for all overtime hours and double time hours worked. Defendant required or permitted Plaintiff and Aggrieved Employees to work off the clock, and to work through meal and rest breaks. Defendant illegally and inaccurately recording time in which Plaintiff and Aggrieved Employees worked, and illegally rounded the work hours of Plaintiff and Aggrieved Employees.

II. PAGA Claims

A. Non-Compliant Meal Periods

Pursuant to Labor Code section 512, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. *Id.* at subd. (a). However, if the total work period for that day is less than six hours, then the meal period may be waived by mutual consent. *Id.* The first meal period must start prior to the end of the employee's fifth hour of work if the employee is working less than ten (10) hours. *Brinker Restaurant Corp., supra*, 53 Cal. 4th at 1041. During the meal period, the employee is to be completely free of the employer's control and must not be required to perform any work for the employer. *Id.* at 1040-1041. If an employer fails to provide a legally compliant, duty-free meal period, the employee is entitled to one hour of "premium pay," or an additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided. Lab. Code § 226.7(c); IWC Wage Order No. 4-2001 section 3.

Here, Defendants violated and continue to violate Labor Code § 512 and IWC Wage Order No. 4-2001 section 3 by, among other things, failing to provide duty-free meal breaks to the Rest and Meal Break Aggrieved Employees, failing to advise all other Rest and Meal Break Aggrieved Employees of their meal break rights, failing to provide Rest and Meal Break Aggrieved

Employees with thirty-minute, uninterrupted meal periods within the first five (5) hours of their shifts, and failing to pay meal break premiums for on-premises and/or late meal breaks.

As a result of UrgentMed's failure to have or enforce a compliant meal period policy, most employees typically took their meal periods after the end of the fifth hour of work. In all of their shifts, Plaintiff and the Meal Break Aggrieved Employees did not clock out for lunch and essentially missed all meal breaks during each shift. *See Brinker Restaurant Corp., supra*, 53 Cal. 4th at 1041. Despite the foregoing, Plaintiff and the Meal Break Aggrieved Employees were never paid a meal period premium for every day that they did not receive a compliant meal period, in violation of the Labor Code.

B. Non-Compliant Rest Periods

California law requires an employer to provide its employees with an uninterrupted, duty-free rest period of not less than ten (10) minutes for each four hours worked or a "major fraction thereof." Lab. Code § 226.7; IWC Wage Order No. 4-2001 section 3. The Division of Labor Standards Enforcement ("DLSE") has interpreted the phrase "major fraction thereof", as applied to a four-hour period, to mean any amount of time in excess of two hours—i.e., any fraction greater than half. *Brinker* at 1029, citing Dept. Industrial Relations, DLSE Opn. Letter No. 1999.02.16 (Feb. 16, 1999) p. 1. "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 . . ." Lab. Code § 226.7(b). If an employer fails to provide a legally compliant, duty-free rest period, the employee is entitled to one hour of "premium pay," or an additional hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided. Lab. Code § 226.7(c). The *Brinker* Court explained in the context of rest breaks that employer liability attaches from adopting an unlawful policy:

An employer is required to authorize and permit the amount of rest break time called for under the wage order for its industry. If it does not—if, for example, it adopts a uniform policy authorizing and permitting only one rest break for employees working a seven-hour shift when two are required—***it has violated the wage order and is liable.***

Brinker Rest. Corp. v. Sup. Ct. (2012) 53 Cal.4th 1004, 1033 (emphasis added).

Here, Plaintiff and the Rest Break Aggrieved Employees were not provided their timely ten-minute duty-free rest periods every four hours or major fraction thereof. On the contrary, for all of their shifts, Plaintiff and the Rest Break Aggrieved Employees were or are not permitted to take their first or second ten-minute rest break during work shifts of over six hours. This is a regular practice and is essentially UrgentMed's unwritten policy. Because Plaintiff and the Rest Break Aggrieved Employees did not receive compliant rest breaks, they were entitled to receive rest period premium pay for each day that they did not receive a compliant rest break, yet UrgentMed failed to pay rest period premiums, in violation of Labor Code section 226.7.

C. Violation of Labor Code Sections 200, 204 & 210

Pursuant to Labor Code section 200, “wages” include “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.” The term “wages” includes meal and rest break premiums. *See Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal. 5th 93, 110-118 (California Supreme Court held that unpaid meal and rest break premiums are “wages” that can be the basis of derivative claims for waiting time penalties and wage statement penalties). Labor Code section 204 expressly requires that “[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” *Id.* at subd. (a). Additionally, Labor Code section 210(a), provides that, in addition to, and entirely independent and apart from, any other penalty provided under the Labor Code, every person who fails to pay wages pursuant to section 204 shall be subject to a civil penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee;
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.”

Here, due to UrgentMed’s failure to pay Plaintiff and the applicable Aggrieved Employees the meal period and rest period premiums that they were owed, it follows that UrgentMed also failed to pay them all applicable wages on a timely and bi-monthly basis, giving rise to a viable claim for unpaid wages and civil penalties pursuant to Labor Code sections 200, 204, and 210.

D. Inaccurate Wage Statement Claim

Pursuant to Labor Code section 226, employers are obligated to furnish an itemized wage statement showing: (1) gross wages earned; (2) total hours worked; (3) the number of piece-rate units earned and any applicable piece rate (if applicable); (4) all deductions; (5) net wages earned; (6) the inclusive dates of the pay period; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number; (8) the legal name and address of employer; and (9) all applicable hourly rates in effect and the corresponding number of hours worked at each rate during the pay period. *Id.* at subd. (a). An employer has an affirmative duty to track employee’s hours worked and meal periods. *See IWC Wage Order* section 7(A) (“Every employer shall keep accurate information with respect to each employee including . . . time records showing when the employee begins each work period[,] [m]eal periods[,] and total daily worked shall also be recorded.”); *See also Naranjo, supra*, 13 Cal. 5th at 110-111, 117-118 (meal and rest break premiums are wages that can be the basis of derivative claims for wage statement penalties). Additionally, if an employer does not keep such records, as is the case here, the burden shifts to the employer to show that proper timekeeping procedures were maintained. *See Hernandez v. Mendoza* (1988) 199 Cal. App. 3d 721, 727 (burden shifted to employer to produce evidence either of the precise amount of work or

evidence to negate the reasonableness of the inference to be drawn from the employee's evidence).

Labor Code section 226(e) provides that an employee is entitled to recover \$50 for initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period, not to exceed \$4,000, as well as an award of costs and reasonable attorney's fees, for all pay periods in which the employer fails to provide accurate itemized statements to the employee causing the employee to suffer injury.

Here, Plaintiff and the Wage Statement Aggrieved Employees' paystubs did not include the correct name of the employer. The paystubs reference to Anaheim UrgentMed, which is not a registered entity under the California Secretary of State. Defendant has violated Labor Code 226 by issuing the wrong paystubs. (See exhibit A). Moreover, Plaintiff and the Aggrieved Employees did not receive wage statements which included all of the required information under Labor Code section 226(a), including all meal and rest period premiums owed, and thus the wage statements issued to these individuals failed to include the correct amount of gross wages earned, the net wages earned, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226(a)(1), (2), (5) and (9).

Furthermore, UrgentMed's failure to furnish accurate itemized wage statements has caused Plaintiff and the Wage Statement Aggrieved Employees to incur economic damages in that they were not aware that they were owed, due to not being paid compensation for their time spent on non-compliant meal and rest periods. *See Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 960-961 (reversing summary judgment for defendants where wage statements did not "give an accurate report of the hours plaintiff worked, at least not on its face"). "If it is left to the employee to add up the daily hours shown on the timecards or other records so that the employee must perform arithmetic computations to determine the total hours worked during the pay period, the requirements of section 226 would not be met." *Id.* at 955; *see also* Lab. Code § 226(e)(2)(B) (clarifying that injury is established where the wage statement violated Section 226(a)(1), (2), or (5), among other provisions, and where employees cannot easily determine the gross or net wages earned by the employee during the pay period).

E. Minimum Wage Violations

Labor Code § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles "any employee receiving less than the legal minimum wage...to recover in a civil action the unpaid balance of the full amount of this minimum wage." IWC Wage Order 5-2001 also obligates employers to pay each employee minimum wages *for all hours worked*. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer's failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

Furthermore, pursuant to Labor Code § 1198, “[t]he 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.”

During the relevant time period, Plaintiff and the Aggrieved Employees were paid on an hourly basis by the Defendant in the state of California. Here, Defendant required Plaintiff and all Aggrieved Employees to regularly perform work-off-the-clock for which they did not receive any compensation. The off-the-clock work happened often once the employees have clocked out and had to remain on duty.

Labor Code § 1194 provides, in part, that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including interest thereon, reasonable attorney’s fees, and costs of suit.

Plaintiff and the other Minimum Wage Aggrieved Employees suffered and continue to suffer losses related to the use and enjoyment of compensation due and owing to them as a direct result of Defendants’ unlawful acts and Labor Code violations.

F. Overtime Wage Violations

Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 4, Defendant is required to compensate Plaintiff and Aggrieved Employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

Plaintiff and Aggrieved Employees are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 4. During the PAGA Period, Defendant failed to compensate Plaintiff and Aggrieved Employees for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 4; requiring, permitting or suffering Plaintiff and Aggrieved Employees to work off the clock; requiring, permitting or suffering Plaintiff and Aggrieved Employees to work through meal and rest breaks; illegally and inaccurately recording time in which Plaintiff and Aggrieved Employees worked; illegally rounding the work hours of Plaintiff and Aggrieved Employees; failing to properly maintain Plaintiff’s and Aggrieved Employees’ records; failing to provide accurate itemized wage statements to Plaintiff and Aggrieved Employees for each pay period; and other methods to be discovered.

In violation of California law, Defendant has knowingly and willfully refused to perform their obligations to compensate Plaintiff and Aggrieved Employees for all wages earned and all hours worked. As a proximate result, Plaintiff and Aggrieved Employees have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest

on such wages, and expenses and attorneys' fees in seeking to compel Defendant to fully perform their obligations under state law, all to their respective damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

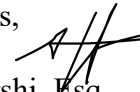
III. CONCLUSION

Based on the foregoing, we write to inform Defendant and the LWDA, with whom this PAGA Notice has been filed, of our intent to pursue a PAGA representative action (and a class action) against Defendant seeking, *inter alia*, PAGA penalties under Labor Code section 2699, to be brought by Plaintiff individually, on a class basis, and on behalf of the Aggrieved Employees as defined above.

Nevertheless, it is the policy of this firm to attempt to negotiate an early resolution of all matters where possible and beneficial to the putative class and the Aggrieved Employees. If Defendant is interested in attempting to resolve this matter, please have counsel contact us by **November 15, 2023**, so that we may discuss an informal discovery plan and the possibility of early resolution through mediation.

You may contact Amir Seyedfarshi at amir@employmentrightslawyers.com or by calling (424) 777-0964. We look forward to your response.

Regards,



Amir Seyedfarshi, Esq.

*Attorney for Plaintiff and the
Aggrieved Employees*

EXHIBIT A



UrgentMED Management, LLC.
1300 N La Brea Avenue
Los Angeles, CA 90028

Pay Statement	
Period Start Date	07/25/2022
Period End Date	08/08/2022
Pay Date	08/15/2022
Document	812692
Net Pay	\$1,489.12

Pay Details

[REDACTED] [REDACTED] [REDACTED] USA	Employee Number	000041877	Pay Group	S1SC68P1 - UrgentMED Mana
	SSN	XXX-XX-XXXX	Location	Urgentmed-Newport Beach
	Job	Medical Assistant	Billing Unit	C6839 - C6839 - Urgmed Newport Be
	Pay Rate	\$19.7500	Contract	C68001 - Anaheim Urgent Care
	Pay Frequency	Semi-Monthly	Client Org	000NHW - New Hire on Web
			Department	C68010 - Office Staff

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Bonus	0.0000	\$0.0000	\$0.00	\$550.00
Meal Pen	0.0000	\$0.0000	\$0.00	\$125.75
Non-Txb Mileage	0.0000	\$0.0000	\$0.00	\$102.39
Paid Time Off	9.0000	\$19.7500	\$177.75	\$778.39
Regular	75.9000	\$19.7500	\$1,499.02	\$17,801.92
SPSL	0.0000	\$0.0000	\$0.00	\$526.12

Total Hours 84.9000

Deductions

Deduction	Based On	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
No records found						

Taxes

Tax	Based On	Current	YTD
Employee Medicare	\$1,676.77	\$24.31	\$286.84
Social Security Employee Tax	\$1,676.77	\$103.96	\$1,226.50
CA State Income Tax	\$1,676.77	\$40.94	\$384.49
CA Disability Employee	\$1,676.77	\$18.44	\$217.59

Paid Time Off

Plan	Current	Balance
PTO-AllEarns	3.3333	5.1214

Net Pay Distribution

Account Number	Account Type	Amount
xxxxx2884	Checking	\$1,489.12
Total		\$1,489.12

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$1,676.77	\$1,676.77	\$187.65	\$0.00	\$1,489.12
YTD	\$19,884.57	\$19,782.18	\$2,115.42	\$0.00	\$17,769.15



Anaheim Urgent Care Management, LLC.
1300 N La Brea Avenue
Los Angeles, CA 90028

Pay Statement

Period Start Date 07/11/2022
Period End Date 07/24/2022
Pay Date 07/29/2022
Document 809782

Net Pay \$1,280.21

Pay Details

Employee Number	000041877	Pay Group	S1SC68P1 - Anaheim Urgent
SSN	XXX-XX-XXXX	Location	Urgentmed-Newport Beach
Job	Medical Assistant	Billing Unit	C6839 - C6839 - Urgmed Newport Be
Pay Rate	\$19.7500	Contract	C68001 - Anaheim Urgent Care
Pay Frequency	Semi-Monthly	Client Org	000NHW - New Hire on Web
		Department	C68010 - Office Staff

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Bonus	0.0000	\$0.0000	\$0.00	\$550.00
Meal Pen	0.0000	\$0.0000	\$0.00	\$125.75
Non-Txb Mileage			\$15.63	\$102.39
Paid Time Off	0.0000	\$0.0000	\$0.00	\$600.64
Regular	71.7800	\$19.7500	\$1,417.66	\$16,302.90
SPSL	0.0000	\$0.0000	\$0.00	\$526.12

Total Hours 71.7800

Deductions

Deduction	Based On	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
No records found						

Taxes

Tax	Based On	Current	YTD
Employee Medicare	\$1,417.66	\$20.56	\$262.53
Social Security Employee Tax	\$1,417.66	\$87.90	\$1,122.54
CA State Income Tax	\$1,417.66	\$29.03	\$343.55
CA Disability Employee	\$1,417.66	\$15.59	\$199.15

Paid Time Off

Plan	Current	Balance
PTO-AllEarns	3.3333	10.7881

Net Pay Distribution

Account Number	Account Type	Amount
xxxxx2884	Checking	\$1,280.21
Total		\$1,280.21

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$1,433.29	\$1,417.66	\$153.08	\$0.00	\$1,280.21
YTD	\$18,207.80	\$18,105.41	\$1,927.77	\$0.00	\$16,280.03