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15 of herself and others similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF STANISLAUS**

18 MICHELLE DELAROSA, an individual, on
19 behalf of herself and others similarly situated,

20 Plaintiff,

21 vs.

22 COMMUNITY HEALTH CENTERS OF
AMERICA, a California corporation; and
23 DOES 1 through 50, inclusive,

24 Defendants.

Case No.: CV-23-005767

CLASS ACTION

Assigned for All Purposes To:
Hon. John D. Freeland
Dept.: 23

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Produce Requested Records under §§ 226 and 1198;
11. Failure to Reimburse Necessary Business

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Expenses under Labor Code § 2802;

12. Violation of Business & Professions Code
§ 17200 *et seq.*; and
13. Penalties under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Original Complaint Filed: October 4, 2023
Trial Date: None Set

1 Plaintiff MICHELLE DELAROSA (hereinafter “Plaintiff”), on behalf of herself and other
2 similarly situated non-exempt, hourly Employees employed by Defendants within California
3 during the relevant time period (collectively, “Employees”; individually, “Employee”), complains
4 of Defendants, and each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former
7 Employees within the State of California who, at any time from four years prior to the filing of
8 this lawsuit, are or were employed as non-exempt, hourly Employees, including those employed
9 as medical assistants and in similar and related positions, by Defendants COMMUNITY
10 HEALTH CENTERS OF AMERICA, a California corporation; and DOES 1 through 50, inclusive
11 (all defendants referred to collectively as “Defendants”). Plaintiff alleges that Defendants, and
12 each of them, violated various provisions of the California Labor Code, relevant orders of the
13 Industrial Welfare Commission (“IWC”), and the California Business & Professions Code, and
14 seeks redress for these violations.

15 2. Plaintiff and the Class members were employed as hourly, non-exempt Employees
16 by Defendants in positions generally pertaining to providing clinical task services and
17 administrative-related services to Defendants and their patients. Plaintiff, and upon information
18 and belief the other similarly situated Employees in the Class, were required to perform work
19 tasks based out of Defendants’ offices and clinics in California. Plaintiff was employed by
20 Defendants as a medical assistant with duties that included scheduling appointments for patients,
21 providing patients with referrals, and ensuring patients’ prescriptions were timely refilled.

22 3. Defendants employed other similarly situated Employees as medical assistants and
23 in similar and related positions based out of Defendants’ offices and community health centers
24 throughout California, including upon information and belief in the cities of Mariposa, Livingston,
25 Gustine, Carmichael, Salida, and McFarmland. Plaintiff and the other similarly situated Class
26 members worked at Defendants’ behest without being paid all wages due and without being
27 provided all required breaks. More specifically, Plaintiff and the other similarly situated Class
28 members were employed by Defendants and (1) shared similar job duties and responsibilities (2)

1 were subjected to the same policies and practices (3) and endured similar violations at Defendants'
2 hands.

3 4. Defendants required Plaintiff and the Employees in the Class to work off the clock,
4 failed to accurately record the hours they were on the clock, failed to pay them at the appropriate
5 rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and
6 failed to provide Plaintiff and the Class members with accurate itemized wage statements.
7 Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as
8 Employees were required to remain under Defendants' control and were not provided with the
9 opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by
10 the Labor Code and the applicable paragraphs of the IWC Wage Orders.

11 5. Defendant COMMUNITY HEALTH CENTERS OF AMERICA is a nonprofit
12 public benefit corporation which lists its principal address in Salida, California with the California
13 Secretary of State. It lists several registered corporate agents in Salida, California and its type of
14 business as "Indigent Health." Upon information and belief, Community Health Centers of
15 America owns and operates various community health centers throughout California, including in
16 Mariposa, Livingston, Gustine, Carmichael, Salida, and in McFarmland, where Plaintiffs worked.
17 Community Health Care Centers of America's web-site explains that: "CHCA is dedicated to
18 providing dependable, affordable, and compassionate healthcare services in regions that are
19 historically underserved" and it operates several types of health care communities: (1) Primary
20 Care; (2) Behavioral Health; (3) Women's Health; (4) Long-term Care Management, (5)
21 Chiropractic Services; (6) Dental Care; (7) Urgent Care, (8) Pharmacy; (9) Dental Care; and (10)
22 Insurance Enrollment.

23 6. Community Health Centers of America contends on its website that: "Our goal is to
24 make CHCA synonymous with dependable and affordable healthcare services – especially within
25 underserved communities," and that it "give(s) highly qualified providers the necessary tools to
26 adequately and holistically treat patients and improve the overall health of the communities."
27 Plaintiff was employed at Defendants' Salida location in Stanislaus County during her
28 employment with Defendants. The W-2 statement issued to Plaintiff lists Community Health

Centers of America as her employer, with an address in Salida, California, and upon information and belief so too do the wage statements Defendants issued to Plaintiff and other Class members.

7. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred, at least in part in Salida, California and in Stanislaus County, and Defendants list a principal California address and employ other Class members in Stanislaus County.

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

9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged them, thereby creating a common law employment relationship with the Employee Class members. Therefore, Defendants,

1 and each of them, employed or jointly employed the Employee Class members.

2 **FACTUAL BACKGROUND**

3 10. The Employees who comprise the Class, including Plaintiff, are non-exempt
4 Employees pursuant to the applicable Wage Order of the Industrial Welfare Commission
5 (“IWC”). During the period of four years prior to the filing of this action through its resolution,
6 the Employee Class members were employed by Defendants and worked in non-exempt positions
7 at the direction of Defendants in the State of California. Plaintiff and the Class members were
8 either not paid by Defendants for all hours worked or were not paid at the appropriate minimum,
9 regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the
10 Class members all wages due and owing, including by requiring off the clock work, failed to
11 provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of
12 various provisions of the California Labor Code and applicable paragraphs of the IWC Wage
13 Orders.

14 11. During the course of Plaintiff and the Class members’ employment with
15 Defendants, they were not paid all wages they were owed, including for all hours they were
16 performing work tasks or remaining under Defendant’s control (resulting in “off the clock” work)
17 and for all their overtime hours worked, and they were not paid at the required rates for overtime.
18 This has resulted in systematic and ongoing violations of the California Labor Code and relevant
19 IWC Wage Orders. Upon information and belief, Defendants subjected Plaintiff and the Class
20 Members to similar policies and practices which resulted in similar violations as to the other
21 similarly situated non-exempt, hourly employees based out of their locations and offices in
22 California.

23 12. Plaintiff was generally scheduled by Defendants to work five days per week, eight
24 hours per shift, with shift times generally spanning from 8:00 a.m. through 5:00 p.m. Overtime
25 was typically not scheduled. However, Plaintiff was required by Defendants to endure substantial
26 off the clock work before and after her scheduled shift hours.

27 13. Defendants’ policy and practice of requiring systematic off the clock work flowed
28 in part from their unlawful timekeeping procedures. Throughout Plaintiff’s employment with

1 Defendants, Defendants required Plaintiff to clock in and out on an application on her cellphone
2 and on a company computer. While the accounting software on both recorded clock-in and clock-
3 out times, Defendants' timekeeping procedures prevented such recordings from being
4 contemporaneously recorded. Rather, than relying on the time as listed on the accounting
5 software, Defendants' manager would require Plaintiff to begin timing her lunch meal period
6 prior to Plaintiff clocking-out for lunch to account for the time it took Plaintiff to walk to the
7 locker room. Defendants would also require that Employees return to their workstation before the
8 end of their lunch period. Plaintiff recalls several instances where the accounting software
9 reflected that Plaintiff had clocked out for lunch at noon. Yet, Defendants' manager required
10 Plaintiff to return to her workstation before 1:00 p.m. rather than enjoying her full meal period.
11 This timekeeping procedure was enforced even when Plaintiff was interrupted by Defendants'
12 manager with work-related questions and instructions, which often took up the majority of
13 Plaintiff's lunch period. Defendants upon information and belief automatically deducted time
14 from hours worked that should have been paid as hours worked.

15 14. Additionally, Plaintiff noted that the accounting software on both the app and
16 computer failed to accurately record time entries. Plaintiff often noticed that the timing on the
17 accounting software was 3-4 minutes ahead of time. This timekeeping issue seemed to
18 particularly show up whenever Plaintiff would clock-in for work or clock-out for lunch. In spite
19 of this, Defendants relied on such timekeeping records to calculate wage statements and time
20 deducted for meal periods. Plaintiff recalls bringing up this issue to Defendants' managers on
21 several occasions, and on each occasion, Plaintiff was instructed to rely upon and accept the
22 inaccurately recorded time entries for meal periods. On top of deducting 3-4 minutes from
23 Plaintiff's lunch periods, Defendants' manager further required Plaintiff to return to her
24 workstation prior the end of her shortened meal period so she can be ready to work. This resulted
25 in an additional 2-3 -minute deduction from Plaintiff's meal period. Thus, Plaintiff typically
26 timed her lunch period for less time than scheduled for a meal period. This timekeeping
27 procedure was enforced even when Plaintiff was interrupted by Defendants' manager with work-
28 related questions and instructions.

1 15. By deducting 30 minutes for a meal period plus an additional 30 minutes for an
2 alleged hour-long meal period that was generally not lawfully provided if at all, Defendants
3 effectively and unlawfully deducted approximately 30 minutes of hours worked from each
4 Employee's daily work shifts. Managers would again instruct Plaintiff to record complaint meal
5 periods to reflect that they were timely or not shortened to avoid incurring and paying meal
6 period premium penalty wages.

7 16. Upon reviewing her recorded time entries, Plaintiff often noticed that the
8 inaccurate timekeeping issues were not resolved. She particularly noticed that the clock-in times
9 reflected a later time than her actual hours worked, while the clock-out times appeared to be
10 timely. When Plaintiff informed her manager of these errors, Defendants' manager would
11 acknowledge that there was problem but would fail to take steps to remedy the issues. Plaintiff
12 also recalls several of instances where the time entries failed to reflect hours worked on a given
13 day after Plaintiff clocked in and out on the accounting software. Plaintiff was required to prove
14 to Defendants' manager that she was present on that given day in order to get paid.

15 17. Plaintiff was therefore not paid for all her hours worked at the required minimum,
16 overtime wage rates due to Defendants' uniformly applied and unlawful policy and practice of
17 requiring her to work off the clock and without pay. Defendants systematically underpaid
18 Plaintiff and the Class members by failing to pay them at the required overtime rates for all hours
19 over eight in a work shift or over forty in a work week. Upon information and belief, the Class
20 members were bound by similar scheduling and timekeeping policies and endured similar
21 violations at Defendants' hands as Plaintiff.

22 18. Defendants have either failed to maintain timekeeping records for Plaintiff that
23 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants
24 required and the actual hours Plaintiff worked or the breaks she received or have otherwise
25 declined to produce them to Plaintiff in response to a timely and lawful records request. By
26 failing to pay for all hours worked, and by under-recording regular hours to the detriment of the
27 Class members, Defendants have committed knowing and intentional ongoing violations of the
28 record keeping requirements under the Labor Code, including section 1174, by either failing to

1 maintain records or retaining inaccurate ones.

2 19. The failure to pay for all hours worked and underpayment of wages to Plaintiff
3 and the Class members is and has been a direct consequence of Defendants' unlawful
4 compensation policies and practices, which upon information and belief applied uniformly to the
5 Class members working at Defendants' locations and clinics throughout California. As a result of
6 the above-described unlawful requirements to work off the clock, the failure to accurately record
7 all hours worked and pay wages at the correct rates, and the other wage violations they endured at
8 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and
9 all wages owed to them by Defendants, including when working more than eight hours in any
10 given day and/or more than forty hours in any given week.

11 20. Therefore, from at least four years prior to the filing of this lawsuit and continuing
12 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
13 hours worked and failing to pay minimum wages for all time worked, as required by California
14 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
15 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
16 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
17 week in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

18 21. Defendants also failed to provide Plaintiff and the Class members with their
19 required meal periods and the at least two ten-minute rest breaks as required at a minimum for
20 Plaintiff's scheduled shift durations. The above described off the clock work contributed to
21 Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class
22 members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).
23 Defendants similarly failed to authorize and permit Plaintiff and the employee Class Members to
24 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
25 IWC Wage Order(s).

26 22. More specifically, Plaintiff worked shifts that entitled her to at least one meal
27 period, but as addressed above, Defendants' managers had Plaintiff and the Class members lunch
28 periods reflect an hour break and would deduct that time from hours worked for the shift. To

1 whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as
2 there always seemed to be a provider issue to resolve or a phone call to take or a message to
3 respond to. This led to systematically late meal periods, if they were provided at all, and on-duty
4 meal periods that were interrupted by patient and management demands.

5 23. Additionally, it was common practice for Defendants' manager to burden and
6 interrupt Plaintiff with work-related questions during her meal periods. Plaintiff recalls that such
7 interruptions typically took about 30-45 minutes of her lunch period, and despite the fact that
8 Defendants automatically deducted 60 minutes for an hour-long meal period on each work shift
9 without regard to whether it was actually taken or was otherwise unlawful.

10 24. Therefore, meal period violations systematically occurred ongoing throughout all
11 of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or a
12 premium wage payment in lieu thereof, and then also unlawfully deducted one hour from
13 Plaintiff's hours worked for the day. To the extent Defendants ever did pay Plaintiff and the Class
14 members a meal period premium, upon information and belief they failed to pay them a premium
15 pay of one hour at the regular rate and/or failed to include all forms of remuneration beyond
16 hourly wages in the regular hourly rate used to pay the one-hour premium wage. Upon
17 information and belief, the other Class members were subjected to similar unlawful policies and
18 practices and endured similar violations as Plaintiff.

19 25. Defendants thus failed to provide all the legally required unpaid, off-duty meal
20 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
21 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
22 members were required to perform work as ordered by Defendants for more than five hours during
23 a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants
24 followed a practice of requiring off the clock work in a manner that would impact when
25 Employees were to receive meal periods and rest breaks and required them to respond to work
26 calls and inquiries and other demands during breaks, thus leading to further violations.

27 26. Upon information and belief, Defendants' systems did not automatically generate a
28 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours

1 into a work shift or in the event the time punch records reflected a meal period of less than thirty
2 minutes. However, upon information and belief, in the event Defendants did pay any meal period
3 premiums, they did so at the employee's customary regular rate of hourly compensation without
4 including all forms of remuneration in that hourly rate calculation, for example by omitting
5 performance-based bonuses and the like from the rate at which meal premiums were paid.

6 27. Defendants thus followed uniformly applied policies of not providing all required
7 meal periods to their Employees. Meal periods were often not properly provided, as management
8 and work demands impermissibly shortened their breaks. Even when Plaintiff and the Class
9 members were able to take a meal period, it was generally interrupted by work duties or was taken
10 after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of
11 requiring off the clock work in a manner that would impact when Employees were to receive meal
12 periods and rest breaks, thus leading to further violations.

13 28. As a result, Defendants' failure to provide Plaintiff and the Class members with all
14 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
15 periods is and will be evidenced by Defendants' business records, or lack thereof. As further
16 detailed above, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages
17 at each Employee's effective regular hourly rate of compensation for each meal period or rest
18 break that Defendants failed to provide or deficiently provided.

19 29. Therefore, for at least four years prior to the filing of this action and through to the
20 present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not
21 provided with the opportunity to take required breaks as required under the Labor Code and Wage
22 Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Class
23 members were provided with a meal period, it was often untimely or interrupted, or was
24 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
25 Meal period violations thus occurred in one or more of the following manners:

- 26 (a) Class members were not provided full thirty-minute duty free meal periods
27 for work days in excess of five hours and were not compensated one hour's
28 wages in lieu thereof, or were not compensated at the correct regular rate

of compensation, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);

(b) Class members were not provided second full thirty-minute duty free meal periods for work days in excess of ten hours;

(c) Class members were required to work through at least part of their daily meal period(s);

(d) Meal periods were provided after five hours of continuous work during a shift; and

(e) Class members were restricted in their ability to take a full thirty-minute meal period.

30. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members were either not authorized nor permitted the opportunity to take a duty free, ten minute rest break, or were required to remain under Defendants' control and respond to job demands and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class members to remain under their control during what was supposed to be a required off-duty rest break times.

31. Rest breaks for the Class members were scheduled by Defendants. However, during Plaintiff's entire employment duration with Defendants, she cannot recall a time when she took a duty-free, non-interrupted 10-minute break, despite being entitled to receive at least two rest breaks during each of her work shifts. Defendants' manager would automatically deduct 2-3 minutes from Plaintiff's rest breaks. When Plaintiff questioned this practice, Defendants informed Plaintiff that a 2-3-minute deduction was necessary as it took Plaintiff and other Class members that amount of time to walk to the locker room, which is where they stored personal belongings and cellphones.

32. Defendants' uniformly applied policies and practices thus resulted in untimely and

1 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
2 members worked shifts of at least eight hours, which required at least two rest breaks, and to the
3 extent they worked shifts over ten hours, they were supposed to be authorized and permitted at
4 least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff
5 to take a first rest break, she was not permitted to take a second, and those that were taken were
6 generally interrupted by job duties and requirement.

7 33. During rest periods, employers must relieve employees of all duties and relinquish
8 control over how employees spend their time. Plaintiff and the Class members were and are under
9 Defendants' control when they are working through rest breaks and remaining under Defendants'
10 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
11 breaks to Plaintiff and the Class members. Plaintiff and the Employees in the Class were thus not
12 authorized and permitted to take lawful rest periods, were systematically required by Defendants
13 to work through or during breaks, and were not provided with one hour's wages in lieu thereof.
14 They were required to remain on-duty during breaks or portions of their breaks, thus making
15 them either untimely or shortened and on-duty, and they were also prevented from leaving the
16 premises and otherwise remain under Defendants' control during rest breaks under Defendants'
17 uniformly applied policies and practices. Rest period violations therefore arose in one or more of
18 the following manners:

- 19 (a) Class members were required to work without being provided a minimum
20 ten minute rest period for every four hours or major fraction thereof worked
21 and were not compensated one hour of pay at their regular rate of
22 compensation for each workday that a rest period was not provided;
- 23 (b) Class members were not authorized and permitted to take timely rest periods
24 for every four hours worked, or major fraction thereof; and
- 25 (c) Class members were required to remain on-duty during rest periods or
26 otherwise had their rest periods interrupted by work demands.

27 34. From at least four years prior to the filing of this lawsuit and continuing to the
28 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or

1 deducting the Employees' earned wages, including by the above described off the clock work and
2 on-duty work while on unpaid meal breaks. In addition to failing to authorize and permit rest
3 breaks, Defendants unlawfully deducted up to 30 additional minutes for hour long meal periods
4 that were rarely provided or otherwise received without violation. Thus, by deducting 30 minutes
5 for a meal period plus an additional 30 minutes for an alleged hour-long meal period that was
6 generally not lawfully provided if at all, Defendants effectively and unlawfully deducted at least
7 30 minutes of hours worked from each Employee's daily work shifts. By not compensating
8 Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of
9 Labor Code § 221.

10 35. Defendants also violated California Labor Code § 246 by not providing all
11 required paid sick days to Plaintiff and the Class members. Labor Code § 246 provides that an
12 Employee who "works in California for the same employer for 30 or more days within a year
13 from the commencement of employment is entitled to paid sick days as specified in this section."
14 Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their
15 required and earned sick days, in violation of Labor Code § 246. Additionally and upon
16 information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to
17 the Class members during the relevant time period, including by failing to provide two work
18 weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and
19 248.2 and including damages and penalties as these sections are enforced through Labor Code §
20 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid
21 sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250),
22 whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars
23 (\$4,000), shall be included in the administrative penalty." Plaintiff accordingly seeks this relief
24 available for Defendants' failure to provide Employees with all their required and earned sick
25 days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1,
26 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246,
27 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees
28 and costs pursuant to Labor Code § 2699(g)(1).

1 36. Upon information and belief, Defendants also failed to provide Employees such as
2 Plaintiff at the time of her employment and thereafter with written notice complying with all the
3 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
4 shall provide to each employee a written notice, in the language the employer normally uses to
5 communicate employment-related information to the employee, containing” specific required
6 information. Upon information and belief, Defendants failed to provide this information to the
7 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
8 provide Plaintiff and the aggrieved employee Class members certain specific information upon
9 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
10 any such information when she was hired, or have failed to produce it to date, and upon
11 information and belief Defendants committed similar violations in connection with similarly
12 situated and aggrieved Class members.

13 37. As a result of these illegal policies and practices, Defendants also engaged in and
14 enforced the following additional unlawful practices and policies against Plaintiff and the Class
15 members she seeks to represent:

- 16 a. failing to pay all wages owed to Class members who either were discharged, laid
17 off, or resigned in accordance with the requirements of Labor Code §§ 201, 202,
18 203;
- 19 b. failing to pay all wages owed to the Class members twice monthly in accordance
20 with the requirements of Labor Code § 204;
- 21 c. failing to pay Class members all wages owed, including all meal and rest period
22 premium wages, and failing to pay them at the regular rate of compensation;
- 23 d. failing to maintain accurate records of Class members’ hours worked and earned
24 wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section
25 7 of the applicable IWC Wage Orders; and
- 26 e. failing to produce timekeeping records in response to Plaintiff’s timely and lawful
27 request to receive them under these authorities.

28 38. Defendants have also consistently failed to provide Class members with timely,

1 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
2 including by the above-described requirement of off the clock work, failure to pay all overtime
3 owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages
4 for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or
5 meal period or rest break premium wages and by the systematic and unlawful deductions
6 Defendants took from Employee wages. Defendants have also made it difficult to account with
7 precision for the unlawfully withheld wages and meal and rest period compensation owed to
8 Plaintiff and the Class, during the liability period, including to the extent they required off the
9 clock work or automatically deducted hours or failed to pay overtime wages at the overtime rate
10 and to the extent they did not calculate the regular rate of pay correctly when paying overtime or
11 meal period premiums and because they did not implement and preserve a record-keeping method
12 as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7
13 of the applicable California Wage Orders. Upon information and belief, clock-in and clock-out
14 recordings were not maintained or were not accurately maintained for work shifts and meal
15 periods, which were automatically presumed by Defendants to have been lawfully provided when
16 they were not. Defendants also failed to accurately record and pay for all regular and overtime
17 hours worked and submitted by Plaintiff and the Class members, including by failing to pay all
18 overtime hours at the correctly calculated overtime premium rate.

19 39. Defendants have thus also failed to comply with Labor Code § 226(a) by
20 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
21 members, along with the appropriate applicable rates, among other requirements. Plaintiff and
22 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
23 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
24 applicable California IWC Wage Orders by failing to maintain time records showing when the
25 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
26 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
27 payment of wages and accurately reporting total hours worked.

28 40. Defendants also required Plaintiff and the Class members to work hours off the

1 clock for which they were not compensated. They were required to endure off the clock work
2 addressed above during interrupted or otherwise on-duty meal and rest periods, and Plaintiff and
3 Class members were not provided with sick pay and supplemental sick leave and were subjected
4 to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed
5 for work conducted on a work shift and a workday or failed to pay it at the correct rate, as
6 addressed above. Therefore, Defendants have also followed a uniform and consistent policy of
7 failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of
8 their termination or within seventy-two hours of their resignation, as required by California wage-
9 and-hour laws.

10 41. Additionally, from at least four years prior to the filing of this lawsuit and
11 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
12 incur necessary business expenses in the course of performing their required job duties without
13 reimbursement. These included the cell phone related expenses Plaintiff incurred in accessing the
14 internet to join work-related zoom conference calls and to clock in and out. Plaintiff and the Class
15 members must be reimbursed for these necessary business expenses under Labor Code § 2802 and
16 Defendants systematically failed to do so.

17 42. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
18 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
19 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
20 1194.2 1197, 1198, 1198.5, 1199, 2802, 2698 *et seq.*, and California Code of Regulations, Title 8,
21 section 11000 *et seq.*

22 43. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
23 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
24 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
25 fraudulent practices alleged in this Complaint.

26 **CLASS ALLEGATIONS**

27 44. Plaintiff brings this class action on behalf of herself and all others similarly situated
28 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or

1 “Class members”) defined as follows: “All individuals employed by Defendants at any time
2 during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
3 determined by the Court (“the Class Period”), and who have been employed as non-exempt,
4 hourly within the State of California.” This includes all types of medical assistants and those in
5 similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and
6 defined as follows:

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

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

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

15 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
16 Defendants’ policy and/or practice of failing to authorize and permit Employees to take
17 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
18 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

19 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
20 applicable limitations period, were not provided with accurate itemized wage statements.

21 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members
22 who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay,
23 including by requiring off the clock work.

24 g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
25 members who were subject to Defendants’ policy and practice of not timely paying all wages
26 earned when they were due and payable at least twice monthly.

27 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
28 applicable limitations period, either voluntarily or involuntarily separated from their employment

1 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
2 termination.

3 i. Subclass 9. Failure To Produce Requested Employment Records Subclass. All
4 Class members who, within the applicable limitations period, were denied the right to inspect and
5 receive all their payroll records, timecards, and personnel records.

6 j. Subclass 10. Payroll Records Subclass. All Class members who were subject to
7 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
8 by California wage-and-hour laws.

9 k. Subclass 11. Expense Reimbursement Subclass. All Class members who incurred
10 necessary and reasonable expenses in connection with performing their job duties for Defendants
11 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

12 l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
13 result of Defendants' business acts and practices, to the extent such acts and practices are found to
14 be unlawful, deceptive, and/or unfair.

15 45. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
16 modify the class description with greater particularity or to provide further division into subclasses
17 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
18 against Defendants, the Class Period should be adjusted accordingly.

19 46. Defendants, as a matter of company policy, practice and procedure, and in violation
20 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
21 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
22 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
23 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
24 benefit of this work, required Employees to perform this work and permitted or suffered to permit
25 this work. Defendants have uniformly denied these Class members wages to which these
26 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
27 order to unfairly cheat the competition and unlawfully profit.

28 47. This action has been brought and may properly be maintained as a class action

1 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
2 of interest in this litigation and the proposed Class is easily ascertainable from the employment
3 records for Plaintiff and the Class members that Defendants are required to maintain under
4 California law.

5 **A. Numerosity**

6 48. The potential members of the class as defined are so numerous that joinder of all
7 the member of the class is impracticable. While the precise number of Class member has not been
8 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
9 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
10 Class definition within the State of California. Plaintiff alleges that Defendants' employment
11 records will provide information as to the number and location of all Class members.

12 **B. Commonality**

13 49. There are questions of law and fact common to the Class that predominate over any
14 questions affecting only individual Class members. The common questions are numerous and
15 substantial and flow from Defendants' uniform policies and/or practices of violating the California
16 Labor Code addressed above. As such, these common questions predominate over individual
17 questions concerning each individual Class member's showing as to his or her eligibility for
18 recovery or as to the amount of damages. These common questions of law and fact include:

- 19 a. Whether Defendants failed to pay Employees minimum wages;
- 20 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 21 c. Whether Defendants failed to pay Employees overtime as required under Labor
22 Code § 510;
- 23 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
24 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
25 premium pay in lieu thereof;
- 26 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
27 Orders, by failing to authorize and permit Employees to take requisite rest breaks
28 or provide premium pay in lieu thereof;

- 1 f. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
2 providing employees with all required sick days and COVID-19 supplemental sick
3 leave;
- 4 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with
5 inaccurate wage statements;
- 6 h. Whether Defendants violated Labor Code § 221;
- 7 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
8 wages and compensation due and owing at the time of termination of employment;
- 9 j. Whether Defendants' conduct was willful;
- 10 k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
11 IWC Wage Orders by failing to maintain accurate records of Class members'
12 earned wages and work periods;
- 13 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all
14 Employees during the relevant time period for all hours worked, whether regular or
15 overtime;
- 16 m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
17 wages earned at least twice monthly;
- 18 n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
19 business expenses incurred by Employees;
- 20 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 21 p. Whether Employees are entitled to equitable relief pursuant to Business and
22 Professions Code § 17200 *et seq.*

23 **C. Typicality**

24 50. The claims of the named plaintiff are typical of those of the other Employees. The
25 Employee Class members all sustained injuries and damages arising out of and caused by
26 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
27 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
28 the off the clock work and meal and rest violations she was required to endure are typical of those

of the other Class members.

D. Adequacy of Representation

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

E. Superiority of Class Action

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

53. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class members is impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class members. Further, as the economic or other loss suffered by vast numbers of Class members may be relatively small, the expense and burden of individual actions makes it difficult for the Class members to individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in managing this case as a class action, and proceeding on a class-wide basis will permit Employees to vindicate their rights for violations they endured which they would otherwise be foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

54. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment. Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would set forth the subject and nature of the instant action. The Defendants' own business records can be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent

1 that any further notice is required additional media and/or mailings can be used.

2 55. Defendants, as prospective and actual employers of the Employees in the Class,
3 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
4 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
5 Employees as well as the effect of any alleged arbitration agreements that may have been forced
6 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
7 and policies, most notably intentionally refusing to pay for all hours actually worked which should
8 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
9 agreements and policies and practices on the Employees and Class as a whole.

10 56. Plaintiff and the Employees in the Class did not discover the fact that they were
11 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
12 ever any discussion about Plaintiff's and the Class members' waiver of their Constitutional rights
13 of trial by jury, right to collectively organize and oppose unlawful pay practices under California
14 law as well as obtain injunctive relief preventing such practices from continuing. As a result, the
15 applicable statutes of limitation were tolled until such time as Plaintiff and the Class members
16 discovered their claims.

17 **FIRST CAUSE OF ACTION**
18 **FAILURE TO PAY MINIMUM WAGES**
19 **(Against All Defendants)**

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

22 58. Defendants failed to pay Employees minimum wages for all hours worked.
23 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
24 would work hours and not receive wages, including as alleged above in connection with off the
25 clock work, including all the time required to remain on duty and under Defendants' control
26 during breaks and due to the work demands placed upon them by Defendants' management and
27 patients and by the unlawful deduction of hours or by paying what should have been overtime
28 hours as regular hours. Defendants' uniformly applied policies required systematic off the clock

1 work and underpayment of all wages owed to Employees over a period of time, while benefiting
2 Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum
3 wages to Plaintiff and the Class members, including by requiring systematic off the clock work.
4 To the extent any local wage ordinances were also applicable to paying the employees an hourly
5 rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances.
6 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
7 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
8 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
9 wage pay.

10 59. In California, employees must be paid at least the applicable state minimum wage
11 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
12 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
13 California Labor Code § 204, other applicable laws and regulations, and public policy, an
14 employer must timely pay its employees for all hours worked. Defendants failed to do so.

15 60. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
16 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
17 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
18 applicable minimum wage rate fixed by the commission for work during the relevant period is
19 found in the Wage Orders.

20 61. The minimum wage provisions of California Labor Code are enforceable by private
21 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
22 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
23 overtime compensation applicable to the employee is entitled to recover in a civil action the
24 unpaid balance of the full amount of this minimum wage or overtime compensation, including
25 interest thereon, reasonable attorney's fees and costs of suit."

26 62. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
27 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
28 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage

1 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
2 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
3 the absence of a contractually agreed upon one.

4 63. In committing these violations of the California Labor Code, Defendants
5 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
6 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
7 time worked by Plaintiff and other members of the Class, including by requiring off the clock
8 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
9 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
10 Welfare Commission requirements and other applicable laws and regulations. As a result of these
11 violations, Defendants also failed to timely pay all wages earned in accordance with California
12 Labor Code § 1194.

13 64. California Labor Code § 1194.2 also provides for the following remedies: “In any
14 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
15 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
16 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

17 65. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
18 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
19 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
20 pay each employee minimum wages.

21 66. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
22 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
23 interest thereon.

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

27 68. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
28 (including double minimum wages) and local wage ordinance wages and liquidated damages in an

1 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's
2 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
3 members of the Class further request recovery of all unpaid wages, according to proof, interest,
4 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
5 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
6 wage compensation is determined to be owed to the Class members who have terminated their
7 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
8 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
9 which penalties are sought herein on behalf of these Class members. Defendants' failure to timely
10 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
11 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
12 alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Class
13 members are entitled to seek and recover statutory costs.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

16 **(Against All Defendants)**

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

19 70. California Labor Code § 1194 provides that "any employee receiving less than the
20 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
21 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
22 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
23 may be maintained directly against the employer in an employee's name without first filing a
24 claim with the Division of Labor Standards and Enforcement.

25 71. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
26 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
27 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
28 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)

1 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
2 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
3 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
4 work in a workweek.

5 72. Defendants had a consistent policy of not paying Employees wages for all hours
6 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
7 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
8 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
9 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
10 clock work, as detailed above. Defendants' managers also moved hours that should have been paid
11 at overtime premium rates to regular hours.

12 73. Defendants thus had a consistent policy of not paying Employees wages for all
13 hours worked, including hours at their required regular, overtime, and double-time rates.
14 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
15 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
16 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the
17 Class members all earned and owed straight time and overtime wages and other benefits, in
18 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
19 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
20 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
21 employees to work through meal periods or remain under Defendants' control when they were
22 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
23 respond to demands from patients and managers.

24 74. Therefore, Employees were not properly compensated, nor were they paid overtime
25 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
26 Based on information and belief, Defendants did not make available to Employees a reasonable
27 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
28 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.

1 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
2 Class members to work through meal periods when they were required to be clocked out or to
3 otherwise work off the clock to complete their daily job duties.

4 75. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
5 regular wages owed and overtime compensation for all hours worked, as required by California
6 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
7 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
8 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

9 76. Additionally, Labor Code § 558(a) provides "any employer or other person acting
10 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
11 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
12 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
13 pay period for which the employee was underpaid in addition to an amount sufficient to recover
14 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
15 underpaid employee for each pay period for which the employee was underpaid in addition to an
16 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
17 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
18 this section are in addition to any other civil or criminal penalty provided by law." Defendants
19 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
20 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
21 Code § 558.

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

28 78. Employees have been damaged by these violations of California Labor Code §§

1 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
2 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
3 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
4 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
5 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
6 any order or ruling of the commission.”

7 79. Consequently, pursuant to the California Labor Code, including Labor Code §§
8 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
9 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
10 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
11 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
12 against Defendants, and each of them, and any additional sums as provided by the Labor Code
13 and/or other statutes.

14 **THIRD CAUSE OF ACTION**

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

16 **(Against All Defendants)**

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

19 81. Employees regularly worked shifts greater than five (5) hours and in some
20 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
21 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
22 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
23 for a shift of more than ten (10) hours without providing him or her with a second meal period of
24 not less than thirty (30) minutes.

25 82. Defendants failed to provide Employees with meal periods as required under the
26 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
27 to work or to otherwise remain under Defendants’ control during meal periods, or Defendants
28 provided them after Employees worked beyond the fifth hour of their shifts or Employees

1 otherwise had them shortened and interrupted by work demands and requirements to perform off
2 the clock work and remain under Defendants' control. Defendants also unlawfully combined meal
3 periods with rest breaks. Furthermore, upon information and belief, on the occasions when
4 Employees worked more than ten hours in a given shift, they did so without receiving a second
5 uninterrupted thirty-minute meal period as required by law.

6 83. Defendants thus failed to provide Plaintiff and the Class members with meal
7 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
8 including by not providing them with the opportunity to take meal breaks, by providing them late
9 or for less than thirty minutes, or by requiring them to perform work during breaks.

10 84. Moreover, Defendants failed to compensate Employees for each meal period not
11 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
12 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
13 employee a meal period in accordance with this section, the employer shall pay the employee one
14 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
15 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
16 period premiums, they upon information and belief underpaid them by miscalculating the regular
17 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
18 compensate the Employees in the Class for each meal period not provided or inadequately
19 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
20 Wage Order.

21 85. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
22 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
23 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
24 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
25 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
26 other statutes and applicable IWC Wage Order paragraphs.

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 87. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
7 provide that employers must authorize and permit all employees to take rest periods at the rate of
8 ten minutes net rest time per four (4) work hours.

9 88. Employees consistently worked consecutive four hour shifts and were generally
10 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
11 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
12 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
13 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
14 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
15 to schedule or otherwise authorize and permit Plaintiff and the Class members to take lawful rest
16 breaks. Employees were often required to work or to otherwise remain under Defendants' control
17 during rest periods, including by responding to work requirements, and had breaks provided
18 untimely as a result of the above described off the clock work. Plaintiff and the Class members
19 were also not permitted to leave their work premises during rest breaks.

20 89. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
21 Orders provide that if an employer fails to provide an employee rest period in accordance with this
22 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
23 compensation for each workday that the rest period is not provided. Defendants failed to do so.

24 90. Defendants, and each of them, have therefore intentionally and improperly denied
25 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
26 paragraph 12 of the applicable IWC Wage Orders.

27 91. Defendants failed to authorize and permit Plaintiff and the Class members to take
28 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees

1 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
2 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
3 12 and 20 of the applicable IWC Wage Orders.

4 92. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
5 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
6 of wages at their effective hourly rates of pay for each day worked without the required rest
7 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
8 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

9 **FIFTH CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE § 226(a)**
11 **(Against All Defendants)**

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

14 94. California Labor Code § 226(a) requires an employer to furnish each of his or her
15 employees with an accurate, itemized statement in writing showing the gross and net earnings,
16 total hours worked, and the corresponding number of hours worked at each hourly rate; these
17 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
18 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
19 statements may be given to the employee separately from the payment of wages; in either case the
20 employer must give the employee these statements twice a month or each time wages are paid.

21 95. Defendants failed to provide Plaintiff and the similarly situated Employee Class
22 members with accurate itemized wage statements in writing, as required by the Labor Code and
23 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
24 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
25 including for all overtime hours worked and for deficient meal periods and rest breaks, all of
26 which Defendants knew or reasonably should have known were owed to the Employees, as
27 alleged above.

28 96. Throughout the liability period, Defendants intentionally failed to furnish to

1 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
2 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
3 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
4 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
5 the employee and only the last four digits of his or her social security number or an employee
6 identification number other than a social security number, (8) the name and address of the legal
7 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
8 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
9 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
10 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
11 members with such timely and accurate wage and hour statements.

12 97. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
13 and intentional failure to provide them with the wage and hour statements as required by law and
14 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
15 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
16 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
17 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
18 wage statement alone one or more of the following: (i) The amount of the gross wages or net
19 wages paid to the employee during the pay period or any of the other information required to be
20 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
21 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
22 wages paid to the employee during the pay period, (iii) The name and address of the employer
23 and, (iv) The name of the employee and only the last four digits of his or her social security
24 number or an employee identification number other than a social security number. For purposes
25 of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an
26 objective standard] would be able to readily ascertain the information without reference to other
27 documents or information.

28 98. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers

1 are required “to pay each employee, on the established payday for the period involved, not less
2 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
3 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
4 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members
5 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
6 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
7 IWC Wage Orders.

8 99. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
9 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
10 Class suffered injuries, including among other things confusion over whether they received all
11 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
12 them to make mathematical computations to analyze whether the wages paid in fact compensated
13 them correctly for all hours worked.

14 100. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
15 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
16 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
17 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
18 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
19 an award of costs and reasonable attorneys’ fees.

20 **SIXTH CAUSE OF ACTION**
21 **VIOLATION OF LABOR CODE § 221**
22 **(Against All Defendants)**

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

25 102. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
26 receive from an employee any part of wages theretofore paid by said employer to said employee.”
27 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
28 public policy, an employer must timely pay its employees for all hours worked. Defendants failed

1 to do so.

2 103. Defendants unlawfully received and/or collected wages from the Employees in the
3 Class by requiring off the clock work, by miscalculating overtime, and by automatically deducting
4 time for meal periods when they were not lawfully provided and not paying one hour of pay at the
5 regular rate of compensation for every meal and rest period violation endured by Plaintiff and the
6 other Class members, as alleged above. In addition to failing to authorize and permit rest breaks,
7 Defendants unlawfully deducted up to 30 additional minutes for hour long meal periods that were
8 rarely provided or otherwise received without violation. Thus, by deducting 30 minutes for a meal
9 period plus an additional 30 minutes for an alleged hour long meal period that was generally not
10 lawfully provided if at all, Defendants effectively and unlawfully deducted at least 30 minutes of
11 hours worked from each Employee's daily work shifts. By not compensating Employees for all
12 hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

13 104. As a direct and proximate cause of the unauthorized deductions, Employees have
14 been damaged, in an amount to be determined at trial.

15 **SEVENTH CAUSE OF ACTION**
16 **VIOLATION OF LABOR CODE § 204**
17 **(Against All Defendants)**

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

20 106. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
21 employment are due and payable twice during each calendar month, on days designated in
22 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
23 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
24 during which the labor was performed, and labor performed between the 16th and the last day,
25 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
26 month." Additionally, the requirements of this section shall be deemed satisfied by the payment of
27 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
28 calendar days following the close of the payroll period." As detailed above, Defendants

1 maintained a consistently applied policy and practice of not paying all wages earned between the
2 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
3 between the 16th and the last day of the month between the 1st and 10th day of the following month.
4 Defendants similarly failed to pay all wages earned by not more than seven calendar days
5 following the close of the payroll period.

6 107. All wages due and owing to Plaintiff and the Class members, including as required
7 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
8 required by Labor Code § 1194 and other sections became due and payable to each employee in
9 each pay period that he or she was not provided with a meal period or rest period or paid straight
10 or overtime wages to which he or she was entitled.

11 108. Defendants violated Labor Code § 204 by systematically refusing to timely pay
12 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
13 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
14 payday for the period involved, not less than the applicable minimum wage for all hours worked in
15 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
16 hours than those fixed by the order or under conditions of labor prohibited by the order is
17 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
18 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
19 penalties under paragraph 20 of the applicable IWC Wage Orders.

20 109. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
21 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
22 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
23 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
24 applicable IWC Wage Orders.

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26 ///

27 ///

28 ///

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

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

111. Plaintiff and numerous Class members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

112. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation.

113. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment. Additionally, Defendants failed to pay Plaintiff her final check at the time of her termination.

114. Defendants thus failed to pay Plaintiff and the Class members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

115. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer

1 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
2 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
3 “violates...any provision of this chapter or any order or ruling of the commission.”

4 116. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
5 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
6 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
7 shall continue until paid for up to thirty (30) days from the date they were due.

8 **NINTH CAUSE OF ACTION**

9 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

10 **(Against All Defendants)**

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

13 118. California Labor Code § 1174 requires that all employers shall keep accurate time
14 and wage records for all employees. California Labor Code § 1174.5 further requires that any
15 employee suffering injury due to a willful violation of the aforementioned obligations may seek
16 damages, including civil penalties, from the employer.

17 119. During the course of Plaintiff’s and Employees’ employment, Defendants
18 consistently failed to maintain accurate time and wage records for Plaintiff and Class members as
19 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
20 premium pay as discussed above and failing to document and pay for actual hours worked.

21 120. Defendants are also required by the California Labor Code § 1198 and the
22 applicable Wage Order to maintain a tracking system that accurately records the times during
23 which Employees work.

24 121. Defendants have maintained a common unlawful policy and practice of failing to
25 accurately record all hours worked and all meal period start and end times and by adjusting or
26 otherwise rounding and shaving them down. Defendants also manipulated timekeeping records to
27 reflect less time worked or to shift time to avoid premiums.

28 122. Defendants’ failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them.

2 123. Accordingly, Defendants are liable for civil penalties pursuant to the California
3 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

4 **TENTH CAUSE OF ACTION**

5 **FAILURE TO PRODUCE REQUESTED RECORDS, LABOR CODE §§ 226 and 1198**

6 **(Against All Defendants)**

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

9 125. Pursuant to California Labor Code § 226, current and former employees have the
10 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
11 request to their employer. Under this statute, an employer that receives a request to inspect or
12 receive a copy of records pertaining to a current or former employee must comply with the request
13 as soon as practicable, but no later than twenty-one calendar days from the date of the request.

14 126. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
15 or his or her representative, has the right to inspect and receive a copy of the personnel records
16 that the employer maintains relating to the employee's performance or to any grievance concerning
17 the employee. Under this statute, upon written request from a current or former employee or his or
18 her representative, an employer must make the contents of those personnel records available for
19 inspection or provide a copy of the personnel records to the current or former employee, or his or
20 her representative, not later than thirty calendar days from the date the employer receives the
21 written request, subject to some limited exceptions. Failure to comply with these requests allows
22 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
23 226(f).

24 127. Plaintiff sent written requests through her counsel to Defendants for their payroll
25 records, timecards, and personnel records. However, Plaintiff has not received all of her requested
26 records as of the date of this Complaint.

27 128. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
28 produce the required records requested by Plaintiff.

129. On information and belief, Defendants' failure to provide Plaintiff with all of her requested employment records is not an isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff and Employees.

130. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

131. Pursuant to California Labor Code § 226(f), Plaintiff is entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other Class members similarly situated are similarly entitled.

ELEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802

(Against All Defendants)

132. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

133. Plaintiff is informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Class members to pay for necessary work related expenses they incurred. Defendants required Plaintiff and the Class members to use their cellular phones to conduct work related business, as addressed above. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

134. Defendants thus followed a uniform policy and practice of failing to reimburse Employees for these necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

135. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiff and the Class members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and

1 necessary expenses was an expected and essential function of their employment with Defendants
2 and that failure to incur those expenses would have adverse consequences on their employment.

3 136. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
4 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
5 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
6 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
7 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
8 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

9 **TWELFTH CAUSE OF ACTION**

10 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

11 **(Against All Defendants)**

12 137. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
13 in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
14 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
15 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
16 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
17 the public interest within the meaning of Code of Civil Procedure § 1021.5.

18 138. Plaintiff is a "person" within the meaning of Business & Professions Code
19 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
20 injunctive relief, restitution, and other appropriate equitable relief.

21 139. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
22 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
23 fraudulent in that Defendants' policy and practice failed to provide the required amount of
24 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
25 Class members for all hours worked, due to systematic business practices as alleged herein that
26 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
27 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
28 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California

1 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

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

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

15 142. Defendants' conduct, as alleged above, constitutes unfair competition in violation
16 of the Business & Professions Code § 17200 *et seq.*

17 143. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
18 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
19 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
20 violates the Business & Professions Code § 17200 *et seq.*

21 144. By the conduct alleged herein, Defendants have engaged and continue to engage in
22 a business practice which violates California and federal law, including but not limited to, the
23 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
24 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
25 Court should issue declaratory and other equitable relief pursuant to California Business &
26 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 145. As a proximate result of the above-mentioned acts of Defendants, Employees have

1 been damaged, in a sum to be proven at trial.

2 146. Unless restrained by this Court Defendants will continue to engage in such
3 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
4 should make such orders or judgments, including the appointment of a receiver, as may be
5 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
6 deceptive practice prohibited by the Business & Professions Code, including but not limited to
7 the disgorgement of such profits as may be necessary to restore Employees to the money
8 Defendants have unlawfully failed to pay.

9 **THIRTEENTH CAUSE OF ACTION**

10 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

11 **(Against All Defendants)**

12 147. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in
13 full herein.

14 148. Plaintiff and the Employees in the Class are also aggrieved employees as defined
15 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
16 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
17 period.

18 149. In failing to pay Aggrieved Employees minimum wages and overtime, not
19 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
20 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
21 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
22 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
23 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
24 paragraph 7 of the applicable IWC Wage Orders.

25 150. As such, Employees seek wages and penalties under Labor Code §§ 2698 and
26 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
27 including the penalty provisions, without limitation, based, inter alia, on the following California
28 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,

1 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

2 151. More specifically, after complying with the notice procedures of Labor Code §
3 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
4 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above
5 addressed underlying claims and seeking penalties as specified by the applicable corresponding
6 provisions, including as follows:

7 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
8 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
9 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
10 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
11 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
12 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
13 to Labor Code § 2699(g)(1);

14 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
15 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
16 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
17 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
18 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
19 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
20 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
21 pursuant to Labor Code § 2699(g)(1);

22 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
23 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
24 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
25 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
26 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
27 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
28 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by

1 providing inaccurate wage statements and failing to maintain records as required under Labor
2 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
3 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to “a
4 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
5 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
6 citation, ...”;

7 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
8 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
9 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
10 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
11 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code
12 § 2699(g)(1);

13 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For
14 Defendants’ unlawful deductions from wages and for Defendants’ failure to reimburse the
15 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
16 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties
17 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and
18 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs
19 pursuant to Labor Code § 2699(g)(1);

20 (f) All Alleged Violations of the IWC Wage Orders and Other Labor Code
21 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
22 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
23 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
24 paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to
25 Labor Code § 2699(g)(1).

26 152. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
27 seeks the penalties and remedies set forth in Labor Code § 558, which states:

28 (a) Any employer or other person acting on behalf of an employer who violates, or

1 causes to be violated, a section of this chapter or any provision regulating hours and days of work
2 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
3 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
4 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
each pay period for which the employee was underpaid in addition to an amount sufficient to
recover underpaid wages...

5 (b) If upon inspection or investigation the Labor Commissioner determines that a
6 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
7 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
8 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
violation of this chapter shall be the same as those set out in Section 1197.1.

9 (c) The civil penalties provided for in this section are in addition to any other civil or
criminal penalty provided by law.

10
11 153. Plaintiff has exhausted her administrative remedies by submitting a certified letter
12 to the LWDA and Defendants on October 4, 2023 (LWDA Case No. CM-985544-23) addressing
13 in detail the specific provisions of the Labor Code Defendants have violated and addressing the
14 facts and legal theories to support the alleged violations and requested penalties. The LWDA has
15 not provided notice of its intent to investigate the alleged violations within 65 calendar days of the
16 postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the
17 violations addressed herein and in the PAGA Notice letter and the original Complaint.

18 **RELIEF REQUESTED**

19 WHEREFORE, Plaintiff prays for the following relief:

- 20 1. For an order certifying this action as a class action;
- 21 2. For compensatory damages in the amount of the unpaid minimum wages for work
22 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
23 the filing of this action, as may be proven;
- 24 3. For liquidated damages in the amount equal to the unpaid minimum wage and
25 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 26 4. For compensatory damages in the amount of all unpaid wages, including overtime
27 and double-time pay, as may be proven;
- 28 5. For compensatory damages in the amount of the hourly wage made by Employees

1 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
2 years prior to the filing of this action, as may be proven;

3 6. For compensatory damages in the amount of the hourly wage made by Employees
4 for each day requisite rest breaks were not provided or were deficiently provided where no
5 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
6 be proven;

7 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

8 8. For restitution and/or damages and penalties for Defendants' failure to pay all
9 wages due twice monthly under Labor Code § 204, as may be proven;

10 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
11 for all class members in violation of Labor Code § 221, as may be proven;

12 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
13 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

14 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

15 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

16 13. For damages and restitution for failure to reimburse all reasonable and necessary
17 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

18 14. For restitution for unfair competition pursuant to Business & Professions Code
19 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

20 15. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

21 16. For penalties under Labor Code § 558, as may be proven;

22 17. For an order enjoining Defendants and their agents, servants, and employees, and
23 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
24 duties adumbrated in this Complaint;

25 18. For other wages and penalties under the Labor Code as may be proven;

26 19. For all general, special, and incidental damages as may be proven;

27 20. For an award of pre-judgment and post-judgment interest;

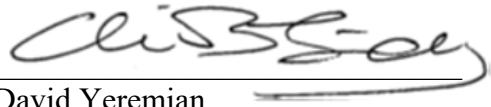
28 21. For an award providing for the payment of the costs of this suit;

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- 22. For an award of attorneys' fees; and
- 23. For such other and further relief as this Court may deem proper and just.

DATED: January 4, 2024

D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES, INC.

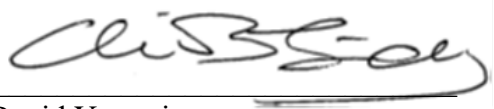
By 
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff MICHELLE
DELAROSA and all others similarly situated

DEMAND FOR JURY TRIAL

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

DATED: January 4, 2024

D.LAW, INC.
DAVID YEREMIAN & ASSOCIATES, INC.

By 
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff MICHELLE
DELAROSA and all others similarly situated

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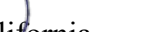
I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Naresh Channaveerappa, Agent for Service of Process
Community Health Centers of America
 5200 Pirrone Ct, Ste A
 Salida, CA 95368

[] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

California.


Sasha Zambrano

Sasha Zambrano