

FILED

JUL 23 2026

SHASTA COUNTY SUPERIOR COURT
BY: J. BRIGMON, DEPUTY CLERK

David Keledjian, Esq. (SBN 309135)
 Norayr Zakaryan, Esq. (SBN 356913)
D.LAW, INC.
 250 N Madison Avenue, 2nd Floor
 Pasadena, CA 91101-1639
 Tel.: (818) 962-6465 / Fax: (818) 962-6469
 Emails: D.Keledjian@d.law, N.Zakaryan@d.law

Attorneys for Plaintiffs BRANDY LYNN GEMMILL and
 SHASTA LEE BATEMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA

BRANDY LYNN GEMMILL, on behalf of
 herself and all others similarly situated, and
 the general public,

Plaintiff,

v.

HILL COUNTRY COMMUNITY CLINIC, a
 California corporation; HILL COUNTRY
 HEALTH AND WELLNESS CENTER, a
 business entity of unknown form; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: 26CV-0210600

**FIRST AMENDED CLASS ACTION
 COMPLAINT**

Amended As a Matter of Right Pursuant to Labor
 Code Section 2699.3(a)(2)(C)

1. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198
2. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
3. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

BY FAX

1 Plaintiff BRANDY LYNN GEMMILL and Plaintiff SHASTA LEE BATEMAN (collectively
2 “Plaintiffs”), on behalf of themselves, all others similarly situated, and the general public, complain
3 and allege as follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this class action against Defendants HILL COUNTRY COMMUNITY
6 CLINIC, a California corporation; HILL COUNTRY HEALTH AND WELLNESS CENTER, a
7 business entity of unknown form; HILL COUNTRY HEALTH CLINIC, a business entity of
8 unknown form; and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for
9 alleged violations of the California Labor Code and California Business and Professions Code. As set
10 forth below, Plaintiffs allege that Defendants have:

- 11 a. failed to pay them overtime wages at the correct rate;
- 12 b. failed to pay them double time wages at the correct rate;
- 13 c. failed to pay them overtime and/or double time wages;
- 14 d. failed to provide them with meal periods;
- 15 e. failed to provide them with rest periods;
- 16 f. failed to pay them premium wages for missed meal and rest periods;
- 17 g. failed to reimburse them with necessary business expenditures;
- 18 h. failed to provide them with accurate written wage statements;
- 19 i. failed to pay them all their final wages following separation of employment.

20 Based on these alleged Labor Code violations, Plaintiffs now bring this class and
21 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
22 restitution, and related relief on behalf of themselves, the State of California, all others similarly
23 situated, and the general public.

24 **JURISDICTION AND VENUE**

25 2. This Court has subject matter jurisdiction to hear this case because the monetary
26 damages and restitution sought by Plaintiffs from Defendants’ conduct exceeds the minimal
27 jurisdiction of the Superior Court of the State of California.

28 3. Venue is proper in the County of Shasta pursuant to Code of Civil Procedure sections

1 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are
2 the subject matter of this Complaint occurred therein and/or each defendant is found, maintains
3 offices, transacts business and/or has an agent therein.

4 4. Venue is proper in Shasta County because Defendants' have at all times alleged
5 herein, conducted business in Shasta County, and throughout California. As such, venue is proper in
6 any county in California.

7 **PARTIES**

8 5. Plaintiff BRANDY LYNN GEMMILL is, and at all relevant times mentioned herein,
9 an individual residing in the State of California.

10 6. Plaintiff SHASTA LEE BATEMAN is, and at all relevant times mentioned herein, an
11 individual residing in the State of California.

12 7. Plaintiffs are informed and believe, and thereupon allege that Defendant HILL
13 COUNTRY COMMUNITY CLINIC is, and at all relevant times mentioned herein, a California
14 corporation doing business in the State of California.

15 8. Plaintiffs are informed and believe, and thereupon allege that Defendant HILL
16 COUNTRY HEALTH AND WELLNESS CENTER is, and at all relevant times mentioned herein, a
17 business entity of unknown form doing business in the State of California.

18 9. Plaintiffs are informed and believe, and thereupon allege that Defendant HILL
19 COUNTRY HEALTH CLINIC is, and at all relevant times mentioned herein, a business entity of
20 unknown form doing business in the State of California.

21 10. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein
22 as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
23 Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants
24 when ascertained. Plaintiffs are informed and believe, and thereupon allege that each of the
25 fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions
26 alleged herein and that Plaintiffs' alleged damages were proximately caused by these defendants, and
27 each of them. Plaintiffs will amend this complaint to allege both the true names and capacities of the
28 DOE defendants when ascertained.

1 11. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
2 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
3 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
4 or all of the other defendants, and in doing the things alleged herein, were acting within the course
5 and scope of such relationship and with the full knowledge, consent, and ratification by such other
6 defendants.

7 12. Plaintiffs are informed and believe, and thereupon alleges that, at all relevant times
8 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
9 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
10 and omissions alleged herein.

11 13. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all
12 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a
13 joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
14 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
15 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
16 control over the wages, hours or working conditions of Employees, or suffered or permitted
17 Employees to work, or engaged, thereby creating a common law employment relationship, with
18 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

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

23 15. **Relevant Time Period:** The relevant time period is defined as the time period
24 beginning four years prior to the filing of this action until judgment is entered.

25 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
26 separately, and/or any staffing agencies and/or any other third parties in hourly or
27 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).

28 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in

a shift in excess of five hours during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

- c. **Rest Period Sub-Class**: All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- d. **Expense Reimbursement Class**: All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.
- e. **Waiting Time Penalties Sub-Class**: All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.
- f. **Wage Statement Class**: All persons employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.
- g. **UCL Class**: All **Hourly Employee Class** and **Expense Reimbursement Class** members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

16. **Reservation of Rights**: Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

17. **Numerosity**: The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiffs do not currently know the exact number of class members, Plaintiffs are informed and believe, and thereupon allege that the actual number exceeds the minimum required for numerosity under California law.

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

- a. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- b. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- c. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;

- d. Whether Defendants failed to pay premium wages to class members when they have not been provided with meal and rest periods at the appropriate rates of pay;
- e. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- f. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;
- g. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- h. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments; and
- i. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203.

19. **Typicality:** Plaintiffs' claims are typical of the other class members' claims. Plaintiffs are informed and believe, and thereupon allege that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

20. **Adequacy of Class Representative:** Plaintiffs are an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiffs will fairly and adequately represent and protect the interests of the other class members.

21. **Adequacy of Class Counsel:** Plaintiffs' counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiffs or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiffs and absent class members.

22. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the

1 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
2 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
3 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
4 due to many individual class members are likely to be relatively small and would thus make it
5 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
6 class action will serve an important public interest by permitting class members to effectively pursue
7 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
8 or contradictory judgments inherent in individual litigation.

9 **GENERAL ALLEGATIONS**

10 23. Plaintiffs worked for Defendants as a non-exempt employee during the relevant and
11 statutory periods.

12 24. Defendants had a common policy and practice of systemically failing to pay Plaintiffs
13 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay.
14 Plaintiffs and Class Members were consistently required to perform work, off-the-clock, for which
15 they were not paid wages. Specifically, Plaintiffs and Class Members were systemically required to
16 engage in pre-shift work activities such as taking notes for clients, check orders, or tending to
17 ambulance arrivals, reviewing the roster for the clinic, for which no wages were paid. Similarly,
18 Plaintiffs and Class Members were systematically required to engage in post-shift activities, such as
19 tending to clients in crisis, hand out harm reduction supplies and check orders, staying for suicidal
20 clients after clocking out, for which no wages were paid. Furthermore, Plaintiffs and Class Members
21 were systematically required to use their personal cell phones for work-related activities, such as
22 clocking in/out, receiving 2 factor authentication confirmation codes, receiving off-the-clock calls
23 and text messages, and were further required to use work cell phones off-the-clock for texting and
24 calling their supervisors, for which they were not paid wages. Finally, Plaintiffs and Class Members
25 were required to perform work-related tasks during unpaid meal periods, which were regularly
26 interrupted and denied. The forgoing and uncompensated working time was under the direction and
27 control of Defendants, for which no wages were paid.

28 ///

1 25. This uncompensated time caused Plaintiffs and Class Members to work in excess of
2 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiffs
3 and Class Members to minimum and overtime wages, which they were systemically denied.

4 26. Defendants had a common policy and practice of systemically denying Plaintiffs and
5 Class Members the opportunity to take meal periods in compliance with the California Law.
6 Specifically, due to understaffing and heavy workloads, Plaintiffs and Class Members were denied
7 the opportunity to take timely meal periods prior to the completion of their fifth hour of work. In
8 addition, Plaintiffs and Class Members were not relieved of all work duties during unpaid meal
9 periods and were required to keep working during meal breaks. Furthermore, Defendants
10 systematically required Plaintiffs and Class Members to clock out but to continue working, and then
11 take their meal breaks sometime later.

12 27. Plaintiffs and Class Members were not provided with meal periods of at least thirty
13 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each
14 meal period as part of each work shift; (2) no formal written meal policy that encouraged employees
15 to take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
16 Defendants' practice of requiring putative class members to continue working through their meal and
17 rest periods due to the excessive workload.

18 28. Defendants had a common policy and practice of systemically denying Plaintiffs and
19 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiffs
20 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
21 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
22 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
23 no formal compliant written rest period policy that encouraged employees to take their rest periods,
24 or that properly advised Plaintiffs and Class Members of their rest period rights; (3) Defendants'
25 policy and practice of requiring putative class members to continue working through their rest breaks
26 due to the excessive workload.

27 29. Furthermore, Defendants failed to pay Plaintiffs and Class Members premium pay
28 wages at their appropriate regular rates of pay for each meal and rest period denied.

1 30. Plaintiffs and Class Members were not reimbursed for business expenses incurred in
2 executing their duties under Defendants’ employ. Specifically, Plaintiffs and Class Members were
3 required to use personal cell phone for work-related activities such as clocking in/out, texting and
4 calling supervisors and coworkers, download work-related applications, and use personal home
5 internet for work-related activities, and to drive during work hours for onboarding at the main office,
6 all necessary to perform, their duties under Defendants’ employ. Plaintiffs and Class members were
7 not reimbursed for these necessary work-related expenses.

8 31. Plaintiffs and Class Members were not provided with accurate wage statements as
9 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
10 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or
11 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”
12 Additionally, the wage statements issued to Plaintiffs and Class Members were not recorded in “ink
13 or other indelible form.”

14 32. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
15 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

16 33. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
17 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
18 not included.

19 34. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
20 were not accurately reflected in that: all hours worked, including overtime, were not included.

21 35. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
22 hourly rates in effect during the pay period and the corresponding number of hours worked at each
23 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
24 overtime, were not included.

25 36. Furthermore, Defendants failed to provide Plaintiffs and Class Members with paper
26 pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
27 Plaintiffs’ and Class Members’ wage statement were only provided in electronic format in violation
28 of Labor Code § 226.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM HOURLY AND OVERTIME WAGES**

3 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

4 **(Plaintiffs and Hourly Employee Class)**

5 37. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 38. At all relevant times, Plaintiffs and **Hourly Employee Class** members are or have
8 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
9 applicable Wage Order.

10 39. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
11 which an employee is subject to the control of the employer, and includes all the time the employee
12 is suffered or permitted to work, whether or not required to do so.”

13 40. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
14 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
15 that an employer has actual or constructive knowledge that employees are working.

16 41. Labor Code section 1194 invalidates any agreement between an employer and an
17 employee to work for less than the minimum or overtime wage required under the applicable Wage
18 Order.

19 42. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
20 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
21 to the underlying unpaid minimum wages and interest thereon.

22 43. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
23 than the minimum wage required under the applicable Wage Order for all hours worked during a
24 payroll period.

25 44. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
26 person acting either individually or as an officer, agent or employee of another person, to pay an
27 employee, or cause an employee to be paid, less than the applicable minimum wage.

28 ///

1 45. Labor Code section 1198 makes it unlawful for employers to employ employees under
2 conditions that violate the applicable Wage Order.

3 46. Labor Code section 204 requires employers to pay non-exempt employees their earned
4 wages for the normal work period at least twice during each calendar month on days the employer
5 designates in advance and to pay non-exempt employees their earned wages for labor performed in
6 excess of the normal work period by no later than the next regular payday.

7 47. Labor Code section 223 makes it unlawful for employers to pay their employees lower
8 wages than required by contract or statute while purporting to pay them legal wages.

9 48. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
10 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
11 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
12 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
13 worked on the seventh consecutive day of one workweek.

14 49. Labor Code section 510 and Section 3 of the applicable Wage Order also require
15 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
16 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
17 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

18 50. Plaintiffs are informed and believe that, at all relevant times, Defendants have applied
19 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
20 working conditions and compensation arrangements.

21 51. At all relevant times, Defendants failed to pay hourly wages to Plaintiffs and **Hourly**
22 **Employee Class** members for all time worked, including but not limited to, overtime hours at
23 statutory and/or agreed rates.

24 52. Plaintiffs and **Hourly Employee Class** members were not paid proper wages and
25 overtime for all hours worked, at the proper rates of pay. Defendants had a common policy and
26 practice of systemically failing to pay Plaintiffs and **Hourly Employee Class** proper wages and
27 overtime for all hours worked, at the proper rates of pay. Plaintiffs and **Hourly Employee Class** were
28 consistently required to perform work, off-the-clock, for which they were not paid wages.

1 Specifically, Plaintiffs and **Hourly Employee Class** were systemically required to engage in pre-shift
2 work activities such as taking notes for clients, check orders, or tending to ambulance arrivals,
3 reviewing the roster for the clinic, for which no wages were paid. Similarly, Plaintiffs and **Hourly**
4 **Employee Class** were systematically required to engage in post-shift activities, such as tending to
5 clients in crisis, hand out harm reduction supplies and check orders, staying for suicidal clients after
6 clocking out, for which no wages were paid. Furthermore, Plaintiffs and **Hourly Employee Class**
7 were systematically required to use their personal cell phones for work-related activities, such as
8 clocking in and out, receiving 2 factor authentication confirmation codes, receiving off-the-clock calls
9 and text messages, and were further required to use work cell phones off-the-clock for texting and
10 calling their supervisors, for which they were not paid wages. Finally, Plaintiffs and **Hourly**
11 **Employee Class** were required to perform work-related tasks during unpaid meal periods, which
12 were regularly interrupted and denied. The forgoing and uncompensated working time was under the
13 direction and control of Defendants, for which no wages were paid.

14 53. This uncompensated time caused Plaintiffs and **Hourly Employee Class** members to
15 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
16 entitling Plaintiffs and **Hourly Employee Class** members to minimum and overtime wages, which
17 they were systemically denied.

18 54. As a result of Defendants' unlawful conduct, Plaintiffs and **Hourly Employee Class**
19 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
20 full amount of wages earned during each pay period during the applicable limitations period,
21 including overtime wages.

22 55. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiffs, on
23 behalf of themselves and **Hourly Employee Class** members, seeks to recover unpaid straight time
24 and overtime wages, interest thereon and costs of suit.

25 56. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
26 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
27 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

28 ///

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

15
16
17
18
19
20
21
22
23
24
25
26
27
28

19
20
21
22
23
24
25
26
27
28

21
22
23
24
25
26
27
28

23
24
25
26
27
28

24
25
26
27
28

1 agreement between the parties an on-the-job paid meal period is agreed
2 to. The written agreement shall state that the employee may, in writing,
3 revoke the agreement at any time.

4 64. At all relevant times, Plaintiffs were not subject to a valid on-duty meal period
5 agreement. Plaintiffs are informed and believe that, at all relevant times, **Meal Period Sub-Class**
6 members were not subject to valid on-duty meal period agreements with Defendants.

7 65. Plaintiffs allege that, at all relevant times during the applicable limitations period,
8 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
9 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each
10 five (5) hour work period, as required by Labor Code section 512 and the applicable Wage Order.
11 Specifically, due to understaffing and heavy workloads, Plaintiffs and **Meal Period Sub-Class** were
12 denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work.
13 In addition, Plaintiffs and **Meal Period Sub-Class** were not relieved of all work duties during unpaid
14 meal periods and were required to keep working during meal breaks. Furthermore, Defendants
15 systematically required Plaintiffs and **Meal Period Sub-Class** to clock out but to continue working,
16 and then take their meal breaks sometime later. Plaintiffs and **Meal Period Sub-Class** were not
17 provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to
18 (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) no formal
19 written meal policy that encouraged employees to take their meal periods, or that advised Class
20 Members of their meal and rest period rights; and (3) Defendants' practice of requiring putative class
21 members to continue working through their meal and rest periods due to the excessive workload.

22 66. Plaintiffs allege that, at all relevant times during the applicable limitations period,
23 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
24 **Class** members when they worked five (5) hours without clocking out for any meal period.

25 67. Plaintiffs allege that, at all relevant times during the applicable limitations period,
26 Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal**
27 **Period Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and
28 failed to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

68. Moreover, Defendants written policies fail to inform Meal period Class Members of

1 their meal period rights under the Labor Code and applicable Wage Orders.

2 69. At all relevant times, Defendants failed to pay Plaintiffs and the **Meal Period Sub-**
3 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
4 regular rates of pay when required meal periods were not provided.

5 70. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiffs, on behalf of
6 themselves and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages,
7 interest thereon, and costs of suit.

8 71. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
9 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
10 the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PROVIDE REST PERIODS**

13 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

14 **(Plaintiffs and Rest Period Sub-Class)**

15 72. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 73. At all relevant times, Plaintiffs and the **Rest Period Sub-Class** members have been
18 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
19 Code and the applicable Wage Order.

20 74. Section 12 of the applicable Wage Order imposes an affirmative obligation on
21 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
22 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
23 be in the middle of each work period insofar as practicable.

24 75. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
25 employers from requiring employees to work during required rest periods and require employers to
26 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
27 workday that the employee is not provided with the required rest period(s).

28 76. Compensation for missed rest periods constitutes wages within the meaning of Labor

1 Code section 200.

2 77. Labor Code section 1198 makes it unlawful to employ a person under conditions that
3 violate the Wage Order.

4 78. Plaintiffs allege that, at all relevant times during the applicable limitations period,
5 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
6 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
7 major fraction thereof, as required by the applicable Wage Order.

8 79. Plaintiffs and **Rest Period Sub-Class** members were not provided with rest periods of
9 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
10 Defendants' policy of not scheduling each rest period as part of each work shift, including second
11 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
12 encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class**
13 members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest Period**
14 **Sub-Class** members to continue working through their rest breaks due to the excessive workload.

15 80. At all relevant times, Defendants failed to pay Plaintiffs and the **Rest Period Sub-**
16 **Class** members additional premium wages when required rest periods were not provided.

17 81. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiffs, on behalf of
18 themselves and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest
19 thereon, and costs of suit.

20 82. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
21 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
22 **Rest Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO INDEMNIFY**

25 **(Lab. Code § 2802)**

26 **(Plaintiffs and Reimbursement Class)**

27 83. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
28 herein.

1 84. Labor Code section 2802(a) states:

2 An employer shall indemnify his or her employee for all necessary
3 expenditures or losses incurred by the employee in direct consequence
4 of the discharge of his or her duties, or of his or her obedience to the
 directions of the employer, even though unlawful, unless the employee,
 at the time of obeying the directions, believed them to be unlawful.

5 85. Plaintiffs and **Expense Reimbursement Class** members were not reimbursed for
6 business expenses incurred in executing their duties under Defendant's employ. Specifically,
7 Plaintiffs and **Expense Reimbursement Class** were required to use personal cell phone for work-
8 related activities such as clocking in/out, texting and calling supervisors and coworkers, download
9 work-related applications, and use personal home internet for work-related activities, and to drive
10 during work hours for onboarding at the main office, all necessary to perform, their duties under
11 Defendants' employ. Plaintiffs and **Expense Reimbursement Class Members** were not reimbursed
12 for these necessary work-related expenses.

13 86. Accordingly, Plaintiffs and **Expense Reimbursement Class** members are entitled to
14 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
15 the Complaint and until the date of entry of judgment.

16 87. Plaintiffs, on behalf of themselves, and **Expense Reimbursement Class** members,
17 seeks interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
18 and costs pursuant to Code of Civil Procedure section 1021.5.

19 **FIFTH CAUSE OF ACTION**

20 **UNFAIR COMPETITION**

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

22 **(Plaintiffs and the UCL Sub-Classes)**

23 88. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
24 herein.

25 89. Business and Professions Code section 17200 defines "unfair competition" to include
26 any unlawful business practice.

27 90. Business and Professions Code sections 17203-17204 allow a person who has lost
28 money or property as a result of unfair competition to bring a class action in accordance with Code

1 of Civil Procedure section 382 to recover money or property that may have been acquired from
2 similarly situated persons by means of unfair competition.

3 91. Additionally, California law requires employers to pay hourly, non-exempt employees
4 for all hours they are permitted or suffered to work, including hours that the employer knows or
5 reasonable should know that employees have worked.

6 92. Plaintiffs and the **UCL Class** members re-allege and incorporate the FIRST,
7 SECOND, THIRD, and FOURTH causes of action herein.

8 93. Plaintiffs lost money or property as a result of the aforementioned unfair competition.

9 94. Defendants have or may have acquired money by means of unfair competition.

10 95. Plaintiffs are informed and believe, and thereupon alleges that by committing the
11 Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215,
12 216, 225, 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
13 and 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
14 alleged herein.

15 96. Defendants have committed criminal conduct through their policies and practices of,
16 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
17 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
18 and reimbursement for necessary business expenditures.

19 97. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
20 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
21 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
22 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
23 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
24 similarly situated persons in a class action proceeding.

25 98. As a result of Defendants' violations of the Labor Code during the applicable
26 limitations period, Plaintiffs have suffered an injury-in-fact and has lost money or property in the
27 form of earned wages. Specifically, Plaintiffs have lost money or property as a result of Defendants'
28 conduct.

1 99. Plaintiffs are informed and believe that other similarly situated persons have been
2 subject to the same unlawful policies or practices of Defendants.

3 100. Due to the unfair and unlawful business practices in violation of the Labor Code,
4 Defendants have gained a competitive advantage over other comparable companies doing business in
5 the State of California that comply with their legal obligations.

6 101. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
7 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
8 violates or is considered unlawful under any other state or federal law.

9 102. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
10 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
11 Defendants, and each of them, and their agents and employees, from further violations of the Labor
12 Code and applicable Wage Orders.

13 103. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
14 request the issuance of temporary, preliminary and permanent injunctive relief enjoining Defendants,
15 and each of them, and their agents and employees, from further violations of the Labor Code and
16 applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks an order
17 permanently enjoining Defendants, and each of them, and their respective agents and employees,
18 from further violations of the Labor Code and applicable Industrial Welfare Commission Wage
19 Orders.

20 104. Pursuant to Business and Professions Code section 17203, Plaintiffs, on behalf of
21 themselves and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
22 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
23 and unfair business practices.

24 105. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
25 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover
26 reasonable attorneys' fees in connection with their unfair competition claims.

27 106. Pursuant to Business and Professions Code section 17203, Plaintiffs, on behalf of
28 themselves and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully

1 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
2 and unfair business practices.

3 107. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
4 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover
5 reasonable attorneys' fees in connection with their unfair competition claims.

6 **SIXTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

8 **(Lab. Code § 226)**

9 **(Plaintiffs and Wage Statement Penalties Sub-Class)**

10 108. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 109. Labor Code section 226(a) states:

13 An employer, semimonthly or at the time of each payment of wages,
14 shall furnish to his or her employee, either as a detachable part of the
15 check, draft, or voucher paying the employee's wages, or separately if
16 wages are paid by personal check or cash, an accurate itemized
17 statement in writing showing (1) gross wages earned, (2) total hours
18 worked by the employee, except as provided in subdivision (j), (3) the
19 number of piece-rate units earned and any applicable piece rate if the
20 employee is paid on a piece-rate basis, (4) all deductions, provided that
21 all deductions made on written orders of the employee may be
22 aggregated and shown as one item, (5) net wages earned, (6) the
23 inclusive dates of the period for which the employee is paid, (7) the
24 name of the employee and only the last four digits of his or her social
25 security number or an employee identification number other than a
26 social security number, (8) the name and address of the legal entity that
27 is the employer and, if the employer is a farm labor contractor, as
28 defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the
employee and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the
total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be
kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For
purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

///

1 110. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
2 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
3 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
4 retains the right to elect to receive a written paper stub or record and that those who are provided with
5 electronic wage statements retain the ability to easily access the information and convert the electronic
6 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

7 111. Plaintiffs are informed and believe that, at all relevant times during the applicable
8 limitations period, Defendants have failed to provide Plaintiffs and **Wage Statement Class**
9 members with written wage statements as described above. Additionally, the wage statements
10 issued to class members failed to account for the unpaid minimum wages, overtime, and premium
11 pay wages described above.

12 112. Furthermore, Defendants failed to provide Plaintiffs and **Wage Statement Class**
13 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
14 Opinion Letters. Plaintiffs’ and **Wage Statement Class** members’ wage statements were only
15 provided in electronic format in violation of Labor Code § 226.

16 113. Plaintiffs are informed and believes that Defendants’ failure to provide Plaintiffs and
17 **Wage Statement Class** members with accurate written wage statements was intentional in that
18 Defendants have the ability to provide them with accurate wage statements but have intentionally
19 provided them with written wage statements that Defendants have known do not comply with Labor
20 Code section 226(a).

21 114. Plaintiffs and **Wage Statement Class** members have suffered injuries, in that
22 Defendants have violated their legal rights to receive accurate wage statements and have misled them
23 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
24 statements has prevented immediate challenges to Defendants’ unlawful pay practices, has required
25 discovery and mathematical computations to determine the amount of wages owed, has caused
26 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
27 submission of inaccurate information about wages and deductions to federal and state government
28 agencies.

1 115. Pursuant to Labor Code section 226(e), Plaintiffs, on behalf of themselves and **Wage**
2 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
3 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
4 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
5 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

8 **(Lab. Code §§ 201-203)**

9 **(Plaintiffs and Waiting Time Penalties Sub-Class)**

10 116. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 117. At all relevant times, Plaintiffs and **Waiting Time Penalties Sub-Class** members have
13 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
14 earned and unpaid before termination or resignation.

15 118. At all relevant times, pursuant to Labor Code section 201, employees who have been
16 discharged have been entitled to payment of all final wages immediately upon termination.

17 119. At all relevant times, pursuant to Labor Code section 202, employees who have
18 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
19 payment of all final wages at the time of resignation.

20 120. Plaintiffs are informed and believe that, at all relevant times during the applicable
21 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
22 members all their final wages in accordance with the Labor Code.

23 121. Plaintiffs are informed and believe that, at all relevant times during the applicable
24 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
25 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
26 sections 201 or 202 by failing to timely pay them all final wages.

27 122. Plaintiffs are informed and believe, and thereupon alleges that Defendants' failure to
28 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful

1 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
2 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
3 requirements.

4 123. Pursuant to Labor Code sections 203 and 218.6, Plaintiffs, on behalf of themselves
5 and **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that
6 their final wages have first become due until paid, up to a maximum of thirty days, and interest
7 thereon.

8 124. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
9 and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Waiting Time Penalties**
10 **Sub-Class** members, seeks awards of reasonable attorneys' fees and costs.

11 **EIGHTH CAUSE OF ACTION**

12 **CIVIL PENALTIES**

13 **(Lab. Code § 2698, *et seq.*)**

14 125. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

15 126. During the applicable limitations period, Defendants have violated Labor Code §§
16 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558.1, 1174, 1174.5, 1182.12, 1185,
17 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

18 127. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
19 themselves and other current and former employees, to bring a representative civil action to recover
20 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be
21 brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

22 128. Plaintiffs, a former employee against whom Defendants committed one or more of the
23 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
24 within the meaning of Labor Code § 2699(c). Plaintiffs were employed by Defendants as a non-
25

26 ¹ Plaintiffs hereby reserve the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

1 exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly
2 employees of Defendants within the state of California from one year prior to the date of this letter
3 and continuing through the present (Plaintiffs and Aggrieved Employees are collectively referred to
4 herein as “Aggrieved Employees”).

5 129. Plaintiffs have complied with the procedures for bringing suit specified in Labor Code
6 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
7 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiffs with any notice of an
8 intent to investigate.

9 130. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seek the following civil
10 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 213, 223, 226.7, 221,
11 226(a), 226.8, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 12 i. For violations of Labor Code §§ 201, 202, 203, 213, 212, 226.7, 1174, 1194,
13 1198 and 2802, one hundred dollars (\$100) for each employee per pay period
14 for each initial violation and two hundred dollars (\$200) for each employee per
15 pay period for each subsequent violation (penalties set by Labor Code §
16 2699(f)(2));
- 17 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
18 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 19 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
20 employee for each initial violation that was neither willful nor intentional, two
21 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
22 withheld from each employee, for each initial violation that was either willful
23 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
24 five percent (25%) of the amount unlawfully withheld from each employee,
25 for each subsequent violation, regardless of whether the subsequent violation
26 was either willful or intentional (penalties set by Labor Code § 210);
- 27 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
28 employee for each initial violation that was neither willful nor intentional, two

1 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
2 the amount unlawfully withheld from each employee, for each initial violation
3 that was either willful or intentional, and two hundred dollars (\$200) for each
4 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
5 from each employee, for each subsequent violation, regardless of whether the
6 subsequent violation was either willful or intentional (penalties set by Labor
7 Code § 225.5);

8 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
9 citation, two hundred and fifty dollars (\$250) for each employee for each
10 violation. Alternatively, if an initial citation or its equivalent occurred before
11 the filing of this action, one thousand dollars (\$1,000) for each employee for
12 each violation (penalties set by Labor Code § 226.3);

13 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
14 employee for each initial pay period for which the employee was underpaid,
15 and one hundred dollars (\$100) for each employee for each subsequent pay
16 period for which the employee was underpaid (penalties set by Labor Code §
17 558);

18 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
19 aggrieved employee for each initial violation of Labor Code § 1197 that was
20 intentional and two hundred and fifty dollars (\$250) for each aggrieved
21 employee per pay period for each subsequent violation of Labor Code § 1197,
22 regardless of whether the initial violation was intentional (penalties set by
23 Labor Code § 1197.1);

24 viii. Pursuant to Labor Code § 2699(g), Plaintiffs seek an award of reasonable
25 attorneys' fees and costs in connection with Plaintiffs' claims for civil penalties

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, and the
3 general public, pray for relief and judgment against Defendants as follows:

- 4 a. An order that the action be certified as a class action;
5 b. An order that Plaintiffs be appointed class representative;
6 c. An order that counsel for Plaintiffs be appointed class counsel;
7 d. Unpaid wages and overtime;
8 e. Actual damages;
9 f. Liquidated damages;
10 g. Unreimbursed expenses;
11 h. Restitution;
12 i. Declaratory relief;
13 j. Pre-judgment interest;
14 k. Statutory penalties;
15 l. Civil penalties;
16 m. Costs of suit;
17 n. Reasonable attorneys' fees; and
18 o. Such other relief as the Court deems just and proper.

19
20 Dated: July 22, 2026

D.LAW, INC.

21
22 

23 _____
24 David Keledjian
25 Norayr Zakaryan
26 Attorneys for Plaintiffs
27 BRANDY LYNN GEMMILL, SHASTA LEE
28 BATEMAN, and the putative class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves, all other similarly situated, and the general public, hereby demand a jury trial on all issues so triable.

Dated: July 22, 2026

D.LAW, INC.



David Keledjian
Norayr Zakaryan
Attorneys for Plaintiffs
BRANDY LYNN GEMMILL, SHASTA LEE
BATEMAN, and the putative class

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 250 N Madison Ave., 2nd Floor, Pasadena, CA 91101, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document/s:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on the interested parties in this action, addressed as follows:

HILL COUNTRY COMMUNITY CLINIC

Jo Campbell, Agent for Service of Process
29632 Highway 299 East
Round Mountain, CA 96084

HILL COUNTRY COMMUNITY CLINIC

PO Box 228,
Round Mountain, CA 96084

HILL COUNTRY HEALTH AND WELLNESS CENTER

29632 Highway 299 East,
Round Mountain. CA 96084

HILL COUNTRY HEALTH CLINIC

29632 Highway 299 East,
Round Mountain. CA 96084

using the following service method(s):

 VIA ELECTRONIC MAIL: Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

 X **VIA MAIL:** I caused the document(s) to be served to be deposited at: 250 N Madison Ave., 2nd Floor, Pasadena, CA 91101, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

 VIA EXPRESS MAIL: I caused the document(s) to be served to be deposited in a box or other facility regularly maintained by the express service carrier, or delivered to an authorized courier or driver authorized by the express service carrier to receive documents, in a sealed envelope or package designated by the express service carrier with delivery fees paid or provided

1 for, addressed to the person(s) on whom the document(s) is/are to be served, at the office address
2 as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence.

3 **VIA PERSONAL DELIVERY:** I caused the document(s) to be served to be personally
4 delivered by hand to the addressee(s) pursuant to California Code of Civil Procedure § 1011.

5 **VIA PERSONAL DELIVERY:** I caused the document(s) to be served to be personally
6 delivered by hand on XXXXX(Date) to the addressee(s) pursuant to California Code of Civil
7 Procedure § 1011.

8 **VIA ELECTRONIC MAIL:** Service by electronic mail was made either pursuant to a
9 Court Order, pursuant to agreement between the parties permitting the same, or as a professional
10 courtesy in addition to other proper service. The electronic mail was sent to an electronic mail
11 address maintained by the person(s) on whom the document(s) is/are served as last given by
12 that/those person(s). I personally requested a "delivery receipt" for this electronic mail message,
13 and, unless disallowed by the recipient, received the same.

14 **VIA ELECTRONIC SERVICE:** Service was made pursuant to Court Order. The
15 document(s) were filed and served to all parties via the Court-approved LexisNexis "File and
16 Serve" service OR Case Anywhere service.

17 **VIA ELECTRONIC SERVICE:** The above documents were electronically filed with
18 the Clerk of the Court using the CM/ECF system, which sent notification of such filing to the
19 above interested parties.

20 I declare under penalty of perjury under the laws of the United States of America and the State of
21 California that the foregoing is true and correct.

22 Executed on **July 22, 2026**, at Pasadena, California.

23
24
25
26
27
28


Jordan Floyd