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and ALICIA MAESTAS, on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

TIFFANY MCKINNEY and ALICIA
MAESTAS, individuals, on behalf of
themselves and others similarly situated,

Plaintiffs,

vs.

BEAUMONT SNF HEALTHCARE, LLC, a
California limited liability company; VISTA
REAL POST ACUTE, a California business
entity of unknown form; PACS GROUP,
INC., a Delaware stock corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2602906

CLASS ACTION

Assigned for All Purposes To:

Hon. Harold Hopp

Dept.: 1

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure to Pay Reporting Time;
4. Failure to Pay for On-Call Time;
5. Failure to Provide Day's Rest in Seven;
6. Failure to Provide Meal Periods Under Labor Code § 226.7;
7. Failure to Authorize and Permit Rest Periods Under Labor Code § 226.7;
8. Failure to Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226;
9. Violation of Labor Code § 204;
10. Violation of Labor Code § 203;
11. Illegal Wage Deductions Under Labor Code § 221;
12. Failure to Pay Paid Time Off Pay under Labor Code § 227.3;
13. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802;
14. Violation of Business & Professions Code § 17200 *et seq.*; and
15. Penalties Under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Complaint Filed: May 12, 2026

Trial Date: None Set

1 Plaintiffs TIFFANY MCKINNEY and ALICIA MAESTAS (hereinafter “Plaintiffs”), on
2 behalf of themselves and other similarly situated non-exempt employees employed by Defendants
3 within the state of California during the relevant time period (collectively, “Employees”;
4 individually, “Employee”), hereby file this Complaint asserting class, representative, and individual
5 claims against Defendants BEAUMONT SNF HEALTHCARE, LLC, a California limited liability
6 company, WESTVIEW HEALTHCARE CENTER, a California business entity of unknown form;
7 PACS GROUP, INC., a Delaware stock corporation; and DOES 1 to 50 (collectively referred to as
8 “Defendants”). Plaintiffs are informed and believe and, on the basis of that information and belief,
9 allege as follows:

10 **INTRODUCTION**

11 1. This is a civil action seeking recovery for Defendants’ violations of the California
12 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by the
13 California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
14 principles.

15 2. Plaintiffs’ action seeks damages including full restitution from Defendants as a result
16 of Defendants’ unlawful, fraudulent, and/or unfair business practices.

17 3. The acts complained of herein occurred, occur and will occur, at least in part, within
18 the time period from four years preceding the filing of the original Complaint herein, up to and
19 through the time of trial for this matter (although this should not automatically be considered the
20 statute of limitations for any cause of action herein).

21 4. For introductory and general information only (and not to be considered a proposed
22 class definition), the relevant individuals in this action are Defendants’ non-exempt employees in
23 California who were subjected to Defendants’ policies and practices as described herein. Any
24 differences in job activities between the different individuals in these positions and locations were
25 and are legally insignificant to the class-wide issues presented by this action.

26 **PARTIES**

27 5. Plaintiffs are individuals over the age of 18 and are now and/or at all times mentioned
28 in this Complaint were citizens of the State of California.

1 6. Plaintiff MCKINNEY worked for Defendants as a Certified Nursing Assistant from
2 on or around October 23, 2023 through May 21, 2025, performing her job duties at Defendants'
3 behest in Riverside County.

4 7. Plaintiff MAESTAS worked for Defendants as a Treatment Nurse from on or around
5 August 2024 through October 2024, and as a Licensed Vocational Nurse from October 2024 through
6 August 2025, performing her job duties at Defendants' behest in Riverside County.

7 8. Plaintiffs seek recovery herein from Defendants because with regard to Plaintiffs,
8 while acting for Defendants in their capacity as hourly, non-exempt Certified Nursing Assistants,
9 Treatment Nurses, and Licensed Vocational Nurses, Defendants have:

- 10 a. Failed to pay minimum wages;
- 11 b. Failed to pay wages and overtime;
- 12 c. Failed to pay reporting time;
- 13 d. Failed to pay for on-call time;
- 14 e. Failure to provide Day's Rest in Seven;
- 15 f. Failed to provide meal periods;
- 16 g. Failed to authorize and permit rest periods;
- 17 h. Failed to timely furnish accurate itemized wage statements;
- 18 i. Violated Labor Code § 204;
- 19 j. Violated Labor Code § 203;
- 20 k. Taken illegal wage deductions under Labor Code § 221;
- 21 l. Violated Labor Code § 227.3;
- 22 m. Failed to reimburse necessary business expenses; and
- 23 n. Conducted unfair business practices.

24 9. Defendant BEAUMONT SNF HEALTHCARE LLC is a California limited liability
25 company that lists its principal address as 1665 E Eight St, Beaumont, California 92223 with the
26 California Secretary of State. It lists its type of business as healthcare. Furthermore, the paystubs
27 and W-2 wage statements issued to Plaintiff MCKINNEY by Defendants lists "Beaumont SNF
28 Healthcare, LLC" as the employer. Additionally, the paystubs list the same employer address as the

1 one registered with the California Secretary of State.

2 10. Upon information and belief, Defendant BEAUMONT SNF HEALTHCARE LLC
3 is a related business entity to or otherwise does business as VISTA REAL POST ACUTE, such that
4 BEAUMONT SNF HEALTHCARE LLC jointly operates and employs California employees at
5 VISTA REAL POST ACUTE in Riverside County and upon information and belief at other similar
6 healthcare facilities in California. VISTA REAL POST ACUTE explains on its website that they
7 are “your choice for 24-hour skilled nursing and short-term rehabilitation Riverside County,” and
8 Defendants jointly employed Plaintiffs and other similarly situated employees there.

9 11. Defendant PACS GROUP, INC. is a Delaware stock corporation and lists its
10 principal address as 262 N University Ave, Farmington, Utah 84025 with the California Secretary
11 of State. Furthermore, Plaintiff MCKINNEY’s W-2 wage statements lists the same employer
12 address for PACS GROUP, INC. as the one registered with the California Secretary of State.
13 Moreover, upon information and belief, Defendant PACS GROUP, INC. is the parent holding
14 company of or is otherwise a related entity to Defendants BEAUMONT SNF HEALTHCARE LLC
15 and VISTA REAL POST ACUTE, which operate as its subsidiaries. Additionally, Defendant PACS
16 GROUP, INC.’s website explains that it is a “partner with healthcare facilities across the United
17 States to deliver a comprehensive range of clinical services, including long-term and short-term
18 post-acute care, memory care, rehabilitation, assisted living, and independent living.”

19 12. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint
20 were licensed to do business and/or actually doing business in California. Plaintiffs do not know the
21 true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive and
22 for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil
23 Procedure § 474. Plaintiffs will seek leave of court to amend this Complaint to allege such names
24 and capacities as soon as they are ascertained.

25 13. Defendants, and each of them, are now and/or at all times mentioned in this
26 Complaint were in some manner legally responsible for the events, happenings, and circumstances
27 alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent
28 or any other person, employed or exercised control over the wages, hours, or working conditions of

1 Plaintiffs and, upon information and belief, the class members.

2 14. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
3 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

4 15. Defendants, and each of them, are now and/or at all times mentioned in this
5 Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-
6 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
7 mentioned in this Complaint were acting within the course and scope of that agency, servitude,
8 and/or employment.

9 16. Defendants, and each of them, are now and/or at all times mentioned in this
10 Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise,
11 and were acting within the course and scope and in pursuance of said joint venture, partnership, and
12 common enterprise.

13 17. Defendants, and each of them, at all times mentioned in this Complaint concurred
14 and contributed to the various acts and omissions of each and every one of the other Defendants in
15 proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

16 18. Defendants, and each of them, at all times mentioned in this Complaint approved of,
17 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged herein.

18 19. Defendants, and each of them, at all times mentioned in this Complaint aided and
19 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
20 causing the damages alleged in this Complaint.

21 **JURISDICTION AND VENUE**

22 20. The California Superior Court has jurisdiction in this matter due to Defendants'
23 aforementioned violations of California statutory law and/or related common law principles.

24 21. The California Superior Court also has jurisdiction in this matter because both the
25 individual and aggregate monetary damages and restitution sought herein exceed the minimal
26 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

27 22. The California Superior Court also has jurisdiction in this matter because during their
28 employment with Defendants, Plaintiffs and the members of the putative Classes herein were all

1 California citizens and Defendant BEAUMONT SNF HEALTHCARE, LLC is a California limited
2 liability company. Further, there is no federal question at issue, as the issues herein are based solely on
3 California statutes and law.

4 23. Venue is proper in Riverside County under Code of Civil Procedure §§ 395(a) and
5 395.5, in that liability arose there because at least some of the transactions that are the subject matter
6 of this Complaint occurred therein and/or each Defendant either is found, maintains offices,
7 transacts business, and/or has an agent therein.

8 **SUMMARY OF CLAIMS**

9 24. During Plaintiff MCKINNEYs employment with Defendants, she worked as a
10 Certified Nursing Assistant at Defendants' healthcare facility in Riverside County. She generally
11 worked 40 hours per week, and five days per week. Her scheduled hours were generally from 2:00
12 p.m. through 10:30 p.m. or 2:30 p.m. through 11:00 p.m. Her job duties included patient care in that
13 she monitored them, assisted with hygiene, and fed them.

14 25. During Plaintiff MAESTAS's employment with Defendants, she worked as both a
15 Licensed Vocational Nurse and Treatment Nurse at Defendants' healthcare facility in Riverside
16 County. She generally worked 40 to 50 hours per week, and four to seven days per week. Her
17 scheduled hours were generally from 6:30 a.m. to 3:00 p.m. As a Licensed Vocational Nurse, her
18 job duties included providing direct patient care, monitoring patients, administering medications,
19 assisting patients with feeding and other daily needs, communicating with physicians, patients,
20 family members, and pharmacies regarding patient care, and supervising Certified Nursing
21 Assistants. As a Treatment Nurse, she performed similar duties, including providing patient care
22 and coordinating treatment-related services, but with reduced supervisory authority as a Licensed
23 Vocational Nurse.

24 26. However, Plaintiffs and the members of the Classes were required by Defendants to
25 endure substantial off-the-clock work before and after their scheduled shift hours, and during their
26 meal and rest breaks, and were not paid for all their hours worked at the regular rate and at the
27 correct overtime rates.

28 ///

1 27. More specifically, with regard to Plaintiffs and the Class Members, Defendants have
2 committed the following violations:

3 a. **Failure to pay minimum wages.** Defendants' policy and practice of requiring
4 systematic off-the-clock work flowed from their unlawful timekeeping procedures. Defendants
5 required timekeeping entries to be inputted by Employees through a timeclock. While Defendants
6 required time punch records for shift start and end times and meal period beginning and end times,
7 they were generally not recorded contemporaneously with the actual hours worked under
8 Defendants' uniformly applied policies and practices.

9 Plaintiffs regularly conducted work activities off-the-clock and while under Defendants'
10 control without compensation. Plaintiff MCKINNEY was required to arrive early to work to
11 complete mandatory medical screenings prior to being permitted to clock in for the start of her shift.
12 After completing the mandatory medical screening, Plaintiff MCKINNEY was required to travel to
13 the time clock located in the hallway of the facility to clock in for the start of her shift. These
14 mandatory medical screenings and time spent travelling to the time clock took approximately 15
15 minutes, and were performed off-the-clock, and Plaintiff MCKINNEY was not compensated for
16 this time.

17 As to Plaintiff MAESTAS, Defendants maintained policies and practices that resulted in off-
18 the-clock work. Prior to the start of her shifts, Plaintiff MAESTAS was required to wait in line to
19 access her assigned timekeeping device before she could clock in and begin recording compensable
20 time. Consequently, Plaintiff MAESTAS spent time under Defendants' benefit before she was
21 permitted to clock in and begin receiving compensation. Defendants knew or should have known
22 that Plaintiff MAESTAS and similarly situated employees were required to wait to access their
23 assigned timekeeping system before beginning their shifts, yet failed to compensate them for all
24 hours worked.

25 Moreover, Defendants often required Plaintiffs to clock out prior to the end of their eighth
26 hour to avoid paying overtime wages, while requiring Plaintiffs to perform work-related activities
27 off-the-clock after clocking out of their shifts, including completing charting and other patient-care
28 documentation and transition meetings, without compensation.

1 Furthermore, Defendants required Plaintiffs to keep on their persons and use personal
2 cellphones at all times in order to perform their job duties, including communicating with
3 management regarding work-related activities, while off-the-clock. Additionally, due to
4 Defendants' chronic understaffing and rigorous job demands, Plaintiffs were subject to constant
5 communications from management, even while off Defendants' premises.

6 Additionally, Plaintiffs and the members of the corresponding Classes did not receive legally
7 required, uninterrupted meal periods because they were repeatedly required to work through them
8 without compensation. Defendants would oftentimes make Plaintiffs clock out for their allegedly
9 off-the-clock meal period, but require Plaintiffs to continue working through it. Thus, timekeeping
10 records do not accurately reflect the actual hours Plaintiffs worked, and Defendants failed to
11 compensate Plaintiffs and their co-workers for such off-the-clock work in the self-interest of
12 ensuring timekeeping records were facial compliant with scheduled work and break times rather
13 than actual hours worked by Plaintiffs and the Class members while they were both on and off the
14 clock. Also, rest periods were regularly and unlawfully interrupted, as Defendants' uniformly
15 applied policies and practices required Plaintiffs and their similarly situated co-workers to respond
16 to management and customer demands and conduct other work-related activities during what were
17 supposed to be duty-free breaks.

18 As to Plaintiff MAESTAS, she faced additional instances of being required to conduct off-
19 the-clock work during meal periods. Defendants routinely assigned work-related tasks that
20 management expected Plaintiff MAESTAS to complete during her meal periods. Further,
21 management regularly required Plaintiff MAESTAS to continue working during her purported meal
22 periods. However, Defendants' timekeeping system would not permit Plaintiff MAESTAS and
23 similarly situated employees to clock back in early from their meal periods. As a result, Plaintiff
24 MAESTAS was unable to accurately record her realized work schedule, and Defendants'
25 timekeeping records failed to reflect the actual hours she worked. Thus, Plaintiff MAESTAS and,
26 upon information and belief, the Class Members, regularly performed compensable work during her
27 purported meal periods without compensation and was not relieved for a full, uninterrupted thirty-
28 minute meal period.

1 Thus, Plaintiffs worked more hours than they were scheduled and paid for by Defendants,
2 including hours during their meal and rest breaks. Upon information and belief, other Employees of
3 the Class were subjected to the same unlawful policies and practices which Defendants uniformly
4 applied and implemented throughout the relevant period.

5 b. **Failure to pay wages and overtime.** Overtime hours were generally not
6 allowed, but Plaintiffs and the Class Members were often compelled to work many regular and
7 overtime hours off-the-clock and without compensation. Plaintiffs were therefore not paid for all
8 their hours worked at the required minimum, overtime, and double time wage rates due to
9 Defendants' uniformly applied and unlawful policy and practice of requiring them to work off the
10 clock and without pay.

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

19 To the extent Defendants paid any overtime premium wages for any hours worked by
20 Plaintiffs and the Class members, they failed to begin paying it when owed due to pre-shift off-the-
21 clock work. Additionally, to the extent Defendants paid bonuses or shift differentials or any other
22 form of additional remuneration beyond hourly rates, they failed to include these amounts in the
23 regular rate used to calculate and pay Plaintiffs and the Class members the overtime hours
24 Defendants did pay.

25 c. **Failure to pay reporting time.** Defendants also failed to pay reporting time pay
26 to Plaintiff MCKINNEY and Class members. Plaintiff MCKINNEY occasionally reported to work
27 on her scheduled shift and completed the assignment in under two hours, and was immediately sent
28 home and Defendants did not compensate her for her entire regularly scheduled shift times. Upon

1 information and belief, Defendants also failed to pay Employees in such instances for half of their
2 usual or scheduled day's work, at the correct regular rate of pay.

3 d. **Failure to pay for on-call time.** Defendants also required Employees to
4 participate in an on-call schedule without proper compensation. During on-call shifts, Plaintiffs and
5 Class members remained under Defendants' control and were unable to engage in personal activities
6 and use such time as they chose to. While they were-on-call, Defendants required Plaintiffs and
7 Class members to maintain their personal cell phones on their person, required employees to remain
8 proximate to their general work area, and compelled Employees to report to work within the hour
9 after being contacted by management or they would face reprimand. During on-call time, Plaintiffs
10 and Class members cannot easily trade in their on-call responsibilities with another employee
11 because there may not be another worker available. Plaintiffs could not trade their on-call shifts at
12 all because the only available alternate worker was already working their shift. Plaintiffs were also
13 not permitted to decline the assignment because they were off the clock as doing so would result in
14 a severe reprimand from their managers, including termination, if they failed to timely respond.

15 e. **Failure to Provide Day's Rest in Seven.** At all relevant times, Defendants
16 maintained scheduling policies and practices that resulted in Plaintiff MAESTAS and similarly
17 situated employees working seven consecutive days without being provided a day of rest as required
18 by California law. As a result of Defendants' staffing needs, scheduling practices, and operational
19 demands, Plaintiff MAESTAS and, upon information and belief, other Class Members were at times
20 required or permitted to work seven consecutive days, including weeks in which they worked shifts
21 of sufficient duration to entitle them to a day of rest. Defendants knew or should have known that
22 Plaintiff MAESTAS and the Class Members were working consecutive days without receiving all
23 legally required days of rest, yet failed to provide them with such days of rest.

24 Upon information and belief, Defendants uniformly applied and implemented these
25 scheduling practices to Plaintiff MAESTAS and the Class Members, resulting in violations of
26 California Labor code §§ 551 and 552. Consequently, Plaintiff MAESTAS and the Class Members
27 were denied all protections afforded by California's day-of-rest statutes and are entitled to all
28 remedies available under the Labor Code and applicable Wage Orders.

1 f. **Failure to provide meal periods.** Defendants failed to provide Plaintiffs and the
2 Class Members with all legally required unpaid, off-duty meal periods, in violation of the applicable
3 Wage Orders and the Labor Code. At all relevant times, Defendants did not have a policy or practice
4 which provided or recorded all the legally required unpaid, off-duty meal periods or which provided
5 all legally required paid, off-duty meal periods to Plaintiffs and the Class Members.

6 Plaintiffs and the Class Members were non-exempt employees who regularly worked
7 shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite
8 this, they were often required to do so without receiving a lawful and timely meal break or were
9 required to take shortened meal and rest breaks, or none at all, in order to keep up with work
10 demands and job duties requirements and pressure placed upon them by Defendants to meet
11 management and patient demands. More specifically, Defendants have a practice requiring Plaintiffs
12 and the Class Members to perform off-the-clock work in a manner that would impact their timing
13 and ability to take compliant meal periods, including requiring them to respond to work-related
14 calls, inquiries, and other demands during meal breaks, resulting in further meal period violations.

15 Additionally, Defendants' managers would interrupt Plaintiffs and the Class Members
16 during their meal periods and compel them to complete work tasks. To whatever extent there was
17 ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be
18 management and work demands to attend to. This led to systematically late, interrupted, shortened,
19 missed, or on-duty meal periods. The excessive workloads, management expectations, and constant
20 job demands also contributed to Plaintiffs and the Class Members working through meal periods or
21 not taking them or taking them late so work could be accomplished or they were required to remain
22 under Defendants' control during meal periods. Upon information and belief, to whatever extent
23 Defendants attempt to rely upon alleged meal period waivers, they were either unenforceable and
24 invalid or were otherwise not agreed to by Plaintiffs and the Class members.

25 Therefore, Defendants maintained policies and procedures that resulted in systematic
26 meal period violations throughout Plaintiffs' employment. Defendants failed to provide Plaintiffs
27 and the Class Members with all legally required off-duty, unpaid meal periods when they worked
28 shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as

1 required by the applicable Wage Order(s) and Labor Code. Upon information and belief, the other
2 Class Members were subjected to similar unlawful policies and practices and endured similar
3 violations as Plaintiffs at Defendants' hands. Additionally, to the extent Plaintiffs and the Class
4 members were scheduled or otherwise required by Defendants to work shift of over ten hours in
5 duration, Defendants failed to provide Class Members with required second meal periods.

6 For at least four years prior to the filing of this action and continuing through to the
7 present, Plaintiffs and the Class Members were unable to take off duty meal breaks or were
8 otherwise not provided with the opportunity to take required breaks as required under the Labor
9 Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiffs
10 and the Class Members were provided with a meal period, it was often untimely, interrupted, or
11 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
12 Additionally, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at
13 each Employee's effective regular rate of compensation for each meal period that Defendants failed
14 to provide or deficiently provided. To the extent Defendants paid any meal period premiums to
15 Employees, they failed to include all forms of remuneration in the hourly rate at which the premiums
16 were paid.

17 g. **Failure to authorize and permit rest periods.** Defendants failed to authorize
18 and permit Plaintiffs and the Class Members to take duty-free, net ten minute rest breaks for every
19 four hours of shift work, or major fraction thereof. Plaintiffs and the other similarly situated Class
20 Members were either not authorized permitted the opportunity to take a rest break or were required
21 to remain under Defendants' control and respond to calls and instructions from management and
22 job demands if and when they even attempted to take one. Upon information and belief, Defendants
23 thus also failed to authorize and permit employees to leave the premises during rest breaks,
24 evidencing Defendants' policy and practice of requiring Plaintiffs and the Class Members to remain
25 under their control during required off-duty rest break times.

26 Rest breaks were not scheduled, and during Plaintiffs' entire employment with
27 Defendants, Plaintiffs were permitted to take their rest breaks only when an unlikely break in their
28 work demands presented an opportunity. Therefore, Plaintiffs frequently had to skip out on their

1 legally entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to comply
2 with management and job demands, despite being entitled to receive at least two paid, timely,
3 uninterrupted, and duty-free ten minute rest breaks during each of their work shifts.

4 Defendants' uniformly applied policies and practices thus resulted in untimely and
5 shortened or on-duty rest breaks if and when Plaintiffs attempted to take one. Plaintiffs and the Class
6 Members worked shifts of at least eight hours, which required at least two rest breaks, and
7 consistently worked shifts over ten hours, which required at least three rest breaks. Even on the
8 occasions when Defendants authorized and permitted Plaintiffs to take a first rest break, they were
9 often forced to skip out on a second and/or a third break, and those that were authorized and
10 permitted were often late and generally interrupted by job duties and requirements.

11 During rest periods, employers must relieve employees of all duties and relinquish
12 control over how employees spend their time. Plaintiffs and the Class Members were and are under
13 Defendants' control when they are working through rest breaks and are unable to use their rest break
14 time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiffs
15 attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and rest
16 breaks to Plaintiffs and the Class Members. Plaintiffs and the Employees in the Class were thus not
17 authorized and permitted to take lawful rest periods, were systematically required by Defendants to
18 work through or during breaks, and were not provided with one hour's wages in lieu thereof. Further,
19 they were required to remain on-duty during breaks or portions of their breaks, thus making rest
20 breaks either untimely or shortened and on-duty, and they were also required to remain under
21 Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.
22 Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at each Employee's
23 effective regular rate for rest break violations.

24 h. **Failure to timely furnish accurate itemized wage statements.** Defendants have
25 consistently failed to provide Plaintiffs and the Class Members with timely, accurate, and itemized
26 wage statements, in writing, as required by California wage-and-hour laws. More specifically,
27 Defendants also failed to provide Plaintiffs and the Class Members with complete and accurate wage
28 statements, as those provided failed to show, among other things, the correct wages owed for time

1 worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor
2 Code § 226 provides that every employer shall furnish each of his or her employees with an accurate
3 itemized wage statement in writing showing, among other things, gross wages earned and all
4 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
5 at each hourly rate. The wage statements Defendants provided to Plaintiffs and the Class Members
6 failed to list or to accurately list the wage rates or the hours worked at those rates during the pay
7 period which led to the calculated pay listed by Defendants without any further detail. In addition
8 to derivative violations, Defendants also committed facial violations of Labor Code § 226 by
9 providing wage statements to Class Members that failed to show or otherwise list and comply with
10 the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

11 Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
12 reporting total hours worked and total wages earned by Plaintiffs and the Class Members, along
13 with the appropriate applicable rates, among other requirements. Defendants have also failed to
14 comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time
15 records showing when employees begin and end each work period, meal periods, and wages earned
16 pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all
17 deductions from payment of wages and by failing to accurately report total hours worked.

18 i. **Violation of Labor Code § 204.** Defendants required Plaintiffs and the Class
19 Members to work off-the-clock without proper compensation, including time worked after clocking
20 out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal
21 and rest periods. Defendants also failed to pay all overtime premium wages owed for work
22 performed during a work shift and a workweek, as alleged above. As a result, Defendants maintained
23 a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiffs
24 and the Class members twice monthly in accordance with the requirements of Labor Code § 204.

25 j. **Violation of Labor Code § 203.** Defendants have followed a uniform and
26 consistent policy of failing to pay all wages owed to Plaintiffs and other similarly situated
27 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
28 required by California wage-and-hour laws. In view of the above addressed violations, Defendants

1 have also failed to pay all wages owed to Plaintiffs and the Class members at termination or
2 resignation in accordance with the requirements of Labor Code § 201-203.

3 k. **Illegal wage deductions under Labor Code § 221.** Defendants have
4 consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees'
5 earned wages, including by the above described off-the-clock work and other wage violations,
6 including requiring on-duty work during unpaid meal breaks. Defendants have consistently and
7 unlawfully collected or received wages from Employees by not compensating Plaintiffs and the
8 Class Members for all hours worked, including on-duty meal periods they were required to endure
9 under Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by
10 and owed to Plaintiffs and the Class members, in violation of Labor Code § 221.

11 l. **Failure to pay paid time off under Labor Code § 227.3.** At all relevant times,
12 Defendants maintained a policy and practice of providing employees with paid vacation and/or paid
13 time off benefits, which employees accrued during the course of their employment. Plaintiff
14 MAESTAS and the Class Members accrued vacation and/or paid time off benefits during the course
15 of their employment and upon information and belief, many did not exhaust all accrued and vested
16 vacation and/or paid time off before the end of their employment. Upon separation, Plaintiff
17 MAESTAS and the Class Members had accrued and unused vacation and/or paid time off that
18 constituted earned wages under California law. Nevertheless, Defendants followed a uniform and
19 consistent policy and practice of failing to pay Plaintiff MAESTAS and the Class Members for all
20 accrued and unused vacation and/or paid time off upon the termination of their employment. As a
21 result, Defendants failed to pay Plaintiff MAESTAS and the Class Members all wages due and
22 owing at the time of separation and, upon information and belief, willfully withheld such wages
23 from former employees in violation of Labor Code § 227.3.

24 m. **Failure to reimburse necessary business expenses.** From at least four years
25 prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required
26 Plaintiffs and the Class members to incur necessary business expenses in the course of performing
27 their required job duties without reimbursement. These expenses included the use of personal cell
28 phones for work-related activities, such as communications with management, as required by

1 Defendants. Moreover, Defendants required Plaintiffs and the Class members to purchase and
2 maintain their own scrubs, in which they were not reimbursed. Plaintiffs' wage statements do not
3 reflect reimbursements for these and other such necessary business expenses. Defendants were
4 required to reimburse Plaintiffs and the Class Members for all necessary work related expenditures
5 pursuant to Labor Code § 2802, but they systematically failed to do so.

6 n. **Violation of Business & Professions Code § 17200 *et seq.*** Through their
7 violations of the Labor Code and other unfair, unlawful, and fraudulent practices alleged in this
8 Complaint, Defendants have obtained and enjoyed benefits at the expense of Plaintiffs and the Class
9 Members. Thus, Plaintiffs and the Class members seek injunctive relief, restitution, and
10 disgorgement of all such benefits Defendants have enjoyed from their violations of Labor Code and
11 the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

12 28. In light of the foregoing, Plaintiffs and the Employees in the Class bring this action
13 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4,
14 226.7, 227.3, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197,
15 1198, 1198.5, 1199, and 2802, Business & Professions Code § 17200 *et seq.*, and California Code
16 of Regulations, Title 8, section 11000 *et seq.*

17 29. As the employers of Employees, Defendants, and each of them, exercised control
18 over the wages, hours or working conditions of Employees, created and implemented the policies
19 and practices that governed the employment of Plaintiffs and the Class Members and dictated their
20 job duties and responsibilities, or otherwise suffered or permitted Plaintiffs and the other Employee
21 Class Members to work, or engaged them, thereby creating a common law employment relationship
22 with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly
23 employed the Employee Class Members.

24 **CLASS ACTION ALLEGATIONS**

25 30. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is
26 one of a common or general interest, of many persons, or when the parties are numerous, and it is
27 impracticable to bring them all before the court, one or more may sue or defend for the benefit of
28 all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

31. Plaintiffs seek to represent a Class (or “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt employees within the State of California.” This includes those employed as certified nursing assistants, treatment nurses and licensed vocational nurse, and in various related positions at Defendants’ healthcare locations, other employees providing healthcare related services, and those in similar and related positions. Further, Plaintiffs will seek to represent and certify the putative Classes currently composed of and defined as follows:

a. Class 1. Minimum Wages Class. All Class members who were subjected to Defendants’ policies and practices regarding the payment of minimum wages as specifically described herein.

b. Class 2. Overtime Class. All Class members who were subjected to Defendants’ policies and practices regarding the payment of overtime wages as specifically described herein.

c. Class 3. Reporting Time Pay Class. All Class members who were not compensated for reporting time pay.

d. Class 4. On-Call Class. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week while they were on call.

e. Class 5. Day’s Rest in Seven Class. All Class Members who, during the applicable limitations period, were required or permitted to work seven consecutive days in a workweek without receiving all legally required days of rest.

f. Class 6. Meal Period Class. All Class members who were subjected to Defendants’ policies and practices regarding meal periods as specifically described herein

g. Class 7. Rest Period Class. All Class members who were subjected to Defendants’ policies and practices regarding paid rest periods as specifically described herein.

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1 h. Class 8. Wage Statement Class. All Class members who were subjected to
2 Defendants' policies and practices regarding itemized wage statements as specifically described
3 herein.

4 i. Class 9. Failure to Timely Pay Class. All Class members who were subject to
5 Defendants' policy and practice of not timely paying all wages earned when they were due and
6 payable at least twice monthly.

7 j. Class 10. Termination Pay Class. All Class members who, within the applicable
8 limitations period, either voluntarily or involuntarily separated from their employment and were
9 subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

10 k. Class 11. Unauthorized Deductions from Wages Class. All Class members who
11 were subjected to Defendants' policies and practices regarding wage deductions as specifically
12 described herein.

13 l. Class 12. Paid Vacation/Time Off at Separation Class. All Class members who
14 separated from Defendants' employment during the applicable limitations period and who were not
15 paid all accrued, vested, and unused vacation and/or paid time off ("PTO") upon separation.

16 m. Class 13. Expense Reimbursement Class. All Class members who were
17 subjected to Defendants' policies and practices regarding business expense reimbursement as
18 specifically described herein.

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

22 32. **The Minimum Wage Class, Overtime Class, Reporting Time Pay Class, On-Call**
23 **Class, Day's Rest in Seven Class, Meal Period Class, Rest Period Class, Wage Statement Class,**
24 **Failure to Timely Pay Class, Termination Pay Class, Unauthorized Deductions from Wages**
25 **Class, Paid Vacation/Time Off at Separation Class, Expense Reimbursement Class, and UCL**
26 **Class** are herein collectively referred to as the "Classes."

27 33. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or modify
28 the class descriptions with greater particularity or to provide further division into subclasses or

1 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
2 against Defendants, the Class Period should be adjusted accordingly.

3 34. This action has been brought and may properly be maintained as a class action under
4 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
5 interest in this litigation and the proposed Classes are easily ascertainable from the employment
6 records for Plaintiffs and the Class members that Defendants are required to maintain under
7 California law.

8 **A. Numerosity**

9 35. The potential quantity of members of the Class as defined are so numerous that
10 joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of
11 the members of the Classes through this class action will benefit both the parties and this Court. The
12 precise quantity of the members of the Classes is unknown to Plaintiffs at this time. However,
13 Plaintiffs are informed and believe that Defendants employ or, during the time period relevant to
14 this lawsuit employed, at least hundreds of Employees who satisfy the Class definitions within the
15 State of California. Plaintiffs assert that the quantity and identity of such membership is readily
16 ascertainable via inspection of Defendants' employment records.

17 **B. Commonality**

18 36. There are common question of law and fact as to the members of the Classes which
19 predominate over any questions affecting only individual members of the Classes. The common
20 questions are numerous and substantial and flow from Defendants' uniform policies and/or practices
21 of violating the California Labor Code addressed above. As such, these common questions
22 predominate over individual questions concerning each individual Class Member's showing as to
23 his or her eligibility for recovery or as to the amount of damages. These common questions of law
24 and fact include:

- 25 a. Whether Defendants failed to pay Employees minimum wages, including for all
26 hours worked;
- 27 b. Whether Defendants failed to pay Employees overtime as required under Labor
28 Code § 510;

- 1 c. Whether Defendants violated Labor Code § 1194 by failing to compensate all
2 Employees during the relevant time period for all hours worked, whether regular
3 or overtime;
- 4 d. Whether Defendants failed to pay Employees wages for reporting time;
- 5 e. Whether Defendants failed to pay Employees wages for on-call time;
- 6 f. Whether Defendants failed to provide Employees a Day's Rest in Seven;
- 7 g. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
8 IWC Wage Orders, by failing to provide Employees with requisite meal periods
9 or premium pay in lieu thereof;
- 10 h. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
11 Orders, by failing to authorize and permit Employees to take requisite rest breaks
12 or cooldown periods or provide premium pay in lieu thereof;
- 13 i. Whether Defendants' conduct was willful;
- 14 j. Whether Defendants violated Labor Code § 226(a) by providing Employees with
15 inaccurate wage statements and wage statements that omitted many of the Section
16 226(a) requirements;
- 17 k. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
18 wages earned at least twice monthly;
- 19 l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
20 wages and compensation due and owing at the time of termination of
21 employment;
- 22 m. Whether Defendants violated Labor Code § 221;
- 23 n. Whether Defendants violated Labor Code § 227.3;
- 24 o. Whether Defendants violated Labor Code § 2802 by failing to reimburse
25 necessary business expenses incurred by Employees;
- 26 p. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 27 q. Whether Employees are entitled to equitable relief pursuant to Business and
28 Professions Code § 17200 *et seq.*;

- r. Whether the members of the Classes are entitled to injunctive relief;
- s. Whether the members of the Classes are entitled to restitution;
- t. Whether Defendants are liable for attorneys' fees and costs; and
- u. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

C. Typicality

37. The claims of the named Plaintiffs are typical of the claims of all members of the Classes they seek to represent because all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiffs' claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break violations that they were required to endure are typical of those of the other members of the Classes.

D. Adequacy of Representation

38. Plaintiffs are adequate representatives of the Classes they seeks to represent, will fairly and adequately protect the interests of the members of the Classes, have no interests antagonistic to those members, and will vigorously prosecute this action through attorneys who are competent, skilled, and experienced in litigating matters of this type.

E. Superiority of Class Action

39. The nature of this action and the nature of the laws available to Plaintiffs make the class action format particularly efficient and the appropriate procedural mechanism to afford relief for the wrongs alleged herein. California has a strong public policy favoring the use of the class action device, especially where it promotes judicial economy and access to justice.

40. By allowing the claims of many individuals to be resolved in a single proceeding, a class action eliminates the possibility of repetitious litigation and provides a meaningful method of redress for claimants whose individual damages may be too small to justify separate lawsuits. This case involves large corporate Defendants and numerous individual Class members asserting relatively small claims that arise from common questions of law and fact.

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1 41. If each member of the Classes was required to file an individual lawsuit, Defendants
2 would gain an unconscionable advantage because Defendants would be able to exploit their vastly
3 superior financial and legal resources and overwhelm the limited resources of each individual
4 member of the Classes. Requiring each member of the Classes to pursue an individual remedy would
5 also discourage the assertion of lawful claims by members of the Classes who would be disinclined
6 to pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation
7 and permanent harm to their lives, careers, and well-being.

8 42. The proof of Defendants' common business practices and uniform factual patterns
9 experienced by the members of the Classes is representative of the Classes and will establish each
10 Class member's right to recover on the causes of action alleged herein.

11 43. Absent class treatment, the prosecution of separate actions would create a substantial
12 risk of duplicative proceedings in which individual plaintiffs would present the same or similar
13 arguments, evidence, and expert testimony. It would also result in a multiplicity of trials at enormous
14 expense both the parties and the judicial system, as well as inconsistent or varying adjudications
15 with respect to individual members of the Classes against Defendants. Moreover, it could lead to
16 incompatible standards of conduct for Defendants, and conflicting legal determinations with
17 respects to individual members of the Classes, which would, as a practical matter, be dispositive the
18 interest of the other members of the Classes who are not parties to the adjudications or which would
19 substantially impair or impede the ability of the members of the Classes to protect their interests.

20 44. Moreover, the individual claims of the members of the Classes are not sufficiently
21 large enough to warrant vigorous individual prosecution when considering all of the concomitant
22 costs and expenses attendant thereto. Courts routinely fashion methods to manage individual
23 questions when seeking to preserve efficiencies and other benefits of class actions. Nevertheless,
24 the Supreme Court of California has expressly urged trial courts to employ innovative procedural
25 tools to certify and manage class actions, consistent with their obligation to ensure that such actions
26 remain fair, efficient, and manageable.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(On Behalf of the Minimum Wage Class)**

5 **(Against All Defendants)**

6 45. Plaintiffs reallege and incorporate by reference each and every one of the allegations
7 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

8 46. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours in
9 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
10 the rate of no less than one and one-half times the regular rate of pay for any employee."

11 47. Labor Code § 1182.12 provides the statewide minimum wage in California.

12 48. Labor Code § 1194(a) states, "Notwithstanding any agreement to work for a lesser
13 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
14 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
15 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
16 attorney's fees, and costs of suit."

17 49. Further, under Labor Code § 1197, payment of less than the minimum wage fixed by
18 the Labor Commission is unlawful.

19 50. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours
20 set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

21 51. Under the IWC Wage Order(s), Defendants are required to pay the members of the
22 Minimum Wage Class for all hours worked, meaning the time during which an employee is subject
23 to the control of an employer, including all the time the employee is suffered or permitted to work,
24 whether or not required to do so.

25 52. Defendants, as a matter of established company policy and procedures, and at each
26 and every job site and facility owned and/or operated by Defendants, consistently administered
27 uniform company-wide pay policies and practices applicable to the members of the Minimum Wage
28 Class, including, but not limited to, the following:

- a. Requiring the members of the Minimum Wage Class to engage in off-the-clock work before being allowed to clock in for the start of their shifts;
- b. Requiring the members of the Minimum Wage Class to engage in off-the-clock work-related tasks after clocking out for the end of their shifts; and
- c. Requiring the members of the Minimum Wage Class to use their personal mobile devices for work-related tasks, including before and/or after their shifts.

53. As such, Defendants scheduled to work and/or required the members of the Minimum Wage Class to work without paying for all time they were under Defendants' control. Because Defendants required the members of the Wage Class to remain under Defendants' control without paying therefore, this resulted in the members of the Wage Class earning less than the legal minimum wage in the State of California.

54. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

55. Further, Defendants' pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight time compensation paid and the applicable minimum wage, including interest thereon.

56. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

57. That calculation of individual damages for the members of the Wage Class may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation.

1 58. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of the
2 Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

3 59. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request
4 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO PAY OVERTIME WAGES**
7 **(On Behalf of the Overtime Class)**
8 **(Against All Defendants)**

9 60. Plaintiffs incorporate by reference and reallege each and every one of the allegations
10 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

11 61. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
12 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
13 the rate of no less than one and one-half times the regular rate of pay for any employee."

14 62. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for a lesser
15 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
16 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
17 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
18 attorney's fees, and costs of suit."

19 63. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours
20 set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

21 64. Defendants, as a matter of established company policy and procedure, at each and
22 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 23 a. Administered a uniform company policy and practice as to the pay policies
24 regarding Plaintiffs and the members of the Overtime Class; and
25 b. Scheduled to work and in fact required Plaintiffs and the members of the
26 Overtime Class to work in excess of eight hours per workday and/or in excess of
27 40 hours per workweek without paying overtime compensation for all hours they
28 were under Defendants' control.

1 c. Paid Plaintiffs and the members of the Overtime Rate Class various additional
2 forms of non-discretionary remuneration, including but not limited bonuses and
3 split shift differentials; and yet,

4 d. Failed to pay Plaintiffs and the members of the Overtime Rate Class at the legal
5 rate reflecting all applicable forms of remuneration for overtime hours worked as
6 required by law.

7 65. Defendants' pattern, practice, and uniform administration of corporate policy
8 regarding illegal employee compensation as described herein is unlawful and creates an entitlement,
9 under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of the Overtime
10 Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

11 66. That calculation of individual damages for the members of the Overtime Class may
12 at some point be required does not foreclose the possibility of taking common evidence on questions
13 regarding their entitlement to overtime compensation.

14 67. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of the
15 Overtime Class seek recovery of pre-judgment interest on all amounts recovered herein.

16 68. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Class request
17 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PAY REPORTING TIME PAY**

20 **(On Behalf of the Reporting Time Class)**

21 **(Against All Defendants)**

22 69. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 70. Under the IWC Wage Order(s), Defendants are required to pay the members of the
25 Reporting Time Class for all hours worked, meaning the time during which an employee is subject
26 to the control of an employer.

27 71. The IWC Wage Order(s) § 5(A) states, "Each workday an employee is required to
28 report for work and does report, but is not put to work or is furnished less than half said employee's

1 usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's
2 work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's
3 regular rate of pay, which shall not be less than the minimum wage."

4 72. The IWC Wage Order(s) § 5(B) states, "If an employee is required to report for work
5 a second time in any one workday and is furnished less than two (2) hours of work on the second
6 reporting, said employee shall be paid for (2) hours at the employee's regular rate of pay, which
7 shall not be less than the minimum wage."

8 73. Defendants, as a matter of established company policy and procedure, at each and
9 every one of the individual facilities owned and/or operated by Defendants, regularly and
10 consistently required the members of the Reporting Time Class to report for work at their scheduled
11 reporting time and then did not put them to work and/or furnished less than half of their usual or
12 scheduled day's work without paying for half the usual or scheduled day's work (at least two hours)
13 at each respective Reporting Time Class Member's regular rate of pay. Further, Defendant would
14 contact the Reporting Time Class on the day before their shift to see if they were available to work,
15 but if not summoned to work, were paid for less than half the usual or schedule day's work at each
16 respective Reporting Time Class Member's regular rate of pay.

17 74. At no time when Defendants did not pay the legally requisite reporting time pay were
18 the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts were not
19 because of threats to employees or property, public utility failures, Acts of God or other causes not
20 within Defendants' control or employees on paid standby status.

21 75. The pattern and practice in uniform administration of corporate policy regarding
22 Defendants' failure to pay the legal reporting time pay to the members of the Reporting Time Class
23 as described herein is unlawful and creates entitlement to recovery by the members of the Reporting
24 Time Class, in a civil action, for the unpaid balance of the full amount of the unpaid wages owed,
25 included interest thereon.

26 76. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Reporting
27 Time Class seek recovery of the pre-judgment interest on all amounts recovered herein.

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1 77. Under Labor Code § 218.5, the members of the Reporting Time Class request that
2 the Court award reasonable attorney's fees and costs incurred by them in this action.

3 **FOURTH CAUSE OF ACTION**
4 **FAILURE TO PAY ON-CALL PAY WAGES**
5 **(On Behalf of the Minimum Wage Class)**
6 **(Against All Defendants)**

7 78. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
8 full herein.

9 79. Under the IWC Wage Order(s), Defendants are required to pay the members of the
10 On-Call Class for all hours worked, meaning the time during which an employee is subject to the
11 control of an employer.

12 80. The IWC Wage Order(s) §5(A) states, "Each workday an employee is required to
13 report for work and does report, but is not put to work or is furnished less than half said employee's
14 usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's
15 work, but in no event for less than (2) hours nor more than four (4) hours, at the employee's regular
16 rate of pay, which shall not be less than minimum wage."

17 81. Further, Labor Code § 1182.12 provides the statewide minimum wage in California.

18 82. Labor Code § 1194(a) states, "Notwithstanding any agreement to work for a lesser
19 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
20 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
21 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
22 attorney's fees, and costs of suit."

23 83. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
24 the Labor Commission is unlawful.

25 84. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours
26 set by the Industrial Welfare commission or under conditions prohibited by the IWC Wage Order(s).

27 85. Under the IWC Wage Order(s), Defendants are required to pay the members of the
28 On-Call Class for all hours worked, meaning the time during which an employee is subject to the

1 control of an employer, including all the time the employee is suffered or permitted to work, whether
2 or not required to do so.

3 86. Defendants, as a matter of established company policy and procedure, at each and
4 every one of the individual facilities owned and/or operated by Defendants, regularly and
5 consistently scheduled members of the On-Call Class to be available on-call and to standby,
6 meaning to be available within the hour.

7 87. Nonetheless, the members of the On-Call Class were not paid for the time they spent
8 waiting under Defendants' control and/or were paid for less than half the usual or schedule day's
9 work at each respective On-Call Class Member's regular rate of pay.

10 88. At no time when Defendants did not pay the legally requisite on-call pay were the
11 provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts were not
12 because of threats to employees or property, public utility failures, Acts of God or other causes not
13 within Defendants' control or employees on paid on-call status.

14 89. The pattern and practice in uniform administration of corporate policy regarding
15 Defendants' failure to pay the legal on-call pay to the members of the On-Call Class as described
16 herein is unlawful and creates entitlement to recovery by the members of the On-Call Class, in a
17 civil action, for the unpaid balance of the full amount of the unpaid wages owed, including interest.

18 90. Under Labor Code § 218.6 and Civil Code § 3287, the members of the On-Call Class
19 seek recovery of pre-judgment interest on all amount recovered herein.

20 91. Under Labor Code § 218.5, the members of the On-Call Class request that the Court
21 award reasonable attorney's fees and costs incurred by them in this action.

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FIFTH CAUSE OF ACTION
VIOLATIONS OF LABOR CODE §§ 551, 552
(On Behalf of the Day's Rest in Seven Class)
(Against All Defendants)

92. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

93. Labor Code § 552 states: "No employer of labor shall cause his employees to work more than six days in seven."

Labor Code § 551 states: "Every person employed in any occupation of labor is entitled to one day's rest therefrom in seven."

94. Labor Code § 550 states: "As used in this chapter "day's rest" applies to all situations where the employee is engaged by the day, week, month, or year, and whether the work performed is done in the day or night time."

95. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, during the relevant time period:

- a. Administered a uniform company policy and practice as to the pay policies regarding the members of the LC 552 Class;
- b. On one or more occasions, scheduled to work and in fact required the members of the LC 552 Class to work more than six days in seven; and
- c. Failed to fully compensate the members of the LC 552 Class for working more than six days in seven.

96. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by the members of the LC 552 Class, in a civil action, to the extent allowed by law.

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SIXTH CAUSE OF ACTION
FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS
(On Behalf of the Meal Period Class)
(Against All Defendants)

97. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

98. Labor Code § 226.7(b) provides that “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

99. Labor Code § 512 provides that “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

100. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

101. Section 11(C) of the IWC Wage Orders provides “Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

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1 102. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to provide
2 an employee a meal period in accordance with the applicable provisions of this order, the employer
3 shall pay the employee 1 hour of pay at the employee’s regular rate of compensation for each
4 workday that the meal period is not provided.”

5 103. On one or more occasions, the members of the Meal Period Class worked over five
6 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes
7 prior to exceeding five hours of employment. Further, the members of the Meal Period Class did
8 not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise.
9 Additionally, the members of the Meal Period Class did not enter into any written agreement with
10 Defendants agreeing to an on-duty paid meal period.

11 104. As a matter of Defendants’ established company policy, Defendants failed to always
12 comply with the meal period requirements established by Labor Code §§ 226.7, 512, and 516, and
13 Section 11 of the IWC Wage Order(s) by failing to always provide the members of the Meal Period
14 Class with a first and in some cases a second legally compliant meal period.

15 105. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which
16 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance
17 with a state law, including, but not limited to, an applicable statute or applicable regulation, standard,
18 or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards
19 Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one
20 additional hour of pay at the employee’s regular rate of compensation for each workday that the
21 meal or rest or recovery period is not provided.” Plaintiffs and the members of the Meal Period
22 Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee’s
23 regular rate of compensation for each work day that the meal period was not provided.

24 106. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period
25 Class seek recovery of pre-judgment interest on all amounts recovered herein.

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SEVENTH CAUSE OF ACTION
FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
(On Behalf of the Rest Period Class)
(Against All Defendants)

107. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

108. Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

109. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

110. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

111. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269, the California Supreme Court held that “during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.” The court further noted that employees must be free to “[take a] brief walk,” or “take care of other personal matters...” (*Id.* at p. 270.)

112. Section 12(B) of the IWC Wage Order(s) states, “If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

1 113. The members of the Rest Period Class sometimes worked over four hours per shift.
2 Further, the members of the Rest Period Class sometimes worked over six hours per shift and in
3 some cases over 10 hours per shift.

4 114. The members of the Rest Period Class are entitled to a rest period of not less than 10
5 minutes for every four hours of work or major fraction thereof.

6 115. As a matter of Defendants' established company policy, Defendants failed to always
7 authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest
8 periods for shifts every four hours or major fraction thereof, failed to relinquish control over how
9 employees spent their break time, required the members of the Rest Period Class to carry personal
10 cellphones, prevented the members of the Rest Period Class from taking uninterrupted rest periods,
11 exerted coercion against the taking of legally protected breaks, and/or forbid members of the Rest
12 Period Class from leaving Defendants' facilities.

13 116. Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) instructs that "if
14 an employer fails to provide an employee a meal or rest period in accordance with an applicable
15 order of the Industrial Welfare Commission, the employer shall pay the employee one additional
16 hour of pay at the employee's regular rate of compensation for each work day that the meal or rest
17 period is not provided," the members of the Rest Period Class are entitled to damages in an amount
18 equal to one (1) additional hour of pay at each employee's regular rate of compensation for each
19 work day that one or more rest periods were not so provided.

20 117. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period
21 Class seek recovery of pre-judgment interest on all amounts recovered herein.

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EIGHTH CAUSE OF ACTION
FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(On Behalf of the Wage Statement Class)
(Against All Defendants)

118. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

119. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

120. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay....”

121. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by the members of the Wage Statement Class, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

122. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable

1 hourly rates in effect during each respective pay period and the corresponding number of hours
2 worked at each hourly rate by each respective individual.

3 123. As set forth herein in prior causes of action, Defendants failed to pay the members
4 of the Wage Statement Class all wages due and owing.

5 124. As a result of this failure to pay wages and as a pattern and practice in violation of
6 Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and intentionally
7 failed to furnish accurate wage statements to the members of the Wage Statement Class, including,
8 but not limited to, failing to provide the beginning and ending of each work period, meal period
9 interval, total daily hours worked, total hours worked per pay period, and the applicable rates of pay.

10 125. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
11 employee suffers injury if the employer fails to provide accurate and complete information as
12 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
13 promptly and easily ascertain requisite information without reference to other documents or
14 information. Here, the members of Wage Statement Class suffered injury because, due to
15 Defendants' failure to pay all wages due and owing, Defendants failed to provide accurate and
16 complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9).

17 126. In addition, the members of the Wage Statement Class have suffered injury as a result
18 of Defendants' failure to maintain accurate records for the members of the Wage Statement Class
19 in that the members of the Wage Statement Class were not timely provided written accurate itemized
20 statements showing all requisite information, including but not limited to total hours worked by the
21 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and
23 the IWC Wage Orders § 7(A), such that the members of the Wage Statement Class were misled by
24 Defendants as to the correct information regarding various items, including but not limited to total
25 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the
26 pay period and the corresponding number of hours worked at each hourly rate.

27 127. The actual injuries suffered by the members of the Wage Statement Class as a result
28 of Defendants' knowing and intentional failure to provide accurate records for the members of the

1 Wage Statement Class include but are not limited to:

- 2 a. Confusion over whether they received all wages owed them by Defendants;
- 3 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 4 c. Being forced to engage in mathematical computations to analyze whether
- 5 Defendants' wages in fact compensated for all hours worked;
- 6 d. The inability to accurately calculate wage rates complicated by the fact that wage
- 7 statement information required by Labor Code § 226 is missing;
- 8 e. That such practice prevents the members of the Wage Statement Class from being
- 9 able to effectively challenge information on their wage statements; and/or
- 10 f. The difficulty and expense of filing and maintaining this lawsuit, and the
- 11 discovery required to collect and analyze the very information that California law
- 12 requires.

13 128. Under Labor Code § 226(e), the members of the Wage Statement Class are entitled
14 to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00
15 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
16 \$4,000.00.

17 129. Under Labor Code § 226(g), the currently employed members of the Wage Statement
18 Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

19 130. Under Labor Code §§ 226(e)/(g), the members of the Wage Statement Class are also
20 entitled to an award of costs and reasonable attorneys' fees.

21 **NINTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 204**

23 **(On Behalf of the Failure to Timely Pay Class)**

24 **(Against All Defendants)**

25 131. Plaintiffs incorporate by reference and reallege each and every one of the allegations
26 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

27 132. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
28 employment are due and payable twice during each calendar month, on days designated in advance

1 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
2 of any calendar month shall be paid for between the 16th and the 26th day of the month during
3 which the labor was performed, and labor performed between the 16th and the last day, inclusive,
4 of any calendar month, shall be paid for between the 1st and 10th day of the following month.”
5 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
6 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
7 following the close of the payroll period.”

8 133. As detailed above, Defendants maintained a consistently applied policy and practice
9 of not paying the members of the Failure to Timely Pay Class all wages earned between the 1st and
10 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the
11 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore,
12 Defendants similarly failed to pay all wages earned by not more than seven calendar days following
13 the close of the payroll period pursuant to Labor Code § 204(d).

14 134. Defendants had a consistent and uniform policy, practice, and procedure of failing to
15 comply with Labor Code § 204 with regard to Plaintiffs and the members of the Failure to Timely
16 Pay Class. Thus Plaintiffs and the members of the Failure to Timely Pay Class are entitled to
17 recovery under Labor Code §§ 204 and/or 210.

18 **TENTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 203**
20 **(On Behalf of the Termination Pay Class)**
21 **(Against All Defendants)**

22 135. Plaintiffs incorporate by reference and reallege each and every one of the allegations
23 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

24 136. Labor Code § 203 provides that if an employer willfully fails to pay, without
25 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee
26 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to
27 30 days from the due date thereof, until paid or until an action therefor is commenced.

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137. The members of the Termination Pay Class are no longer employed by Defendants as they were either fired from or quit Defendants' employ.

138. Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof.

139. As set forth above, Defendants willfully failed to pay the members of the Termination Pay Class their entire wages due and owing at the time of their termination or within seventy-two hours of their resignation and failed to pay those sums for up to 30 days thereafter.

140. Defendants' willful failure to pay wages to the members of the Termination Pay Class violates Labor Code § 203 because Defendants knew or should have known wages were due to the members of the Termination Pay Class, as set forth above, but Defendants failed to pay them.

141. Thus, the members of the Termination Pay Class are entitled to recovery under Labor Code § 203.

ELEVENTH CAUSE OF ACTION
ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221
(On Behalf of the Unauthorized Deduction Class)
(Against All Defendants)

142. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

143. Labor Code § 221 states “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

144. As a matter of Defendants' established company policy, Defendants willfully and intentionally made deductions from the wages of the members of the members of the Unauthorized Deduction Class during the appropriate time period, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by Employees, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by the members of the Unauthorized Deduction Class, as addressed in detail above.

145. By not compensating Employees for all hours worked, and by failing to compensate them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

146. As a direct and proximate result of Defendants' improper wage deductions, the members of the Unauthorized Deduction Class have been damaged in an amount according to proof at the time of trial.

147. The members of the Unauthorized Deduction Class seek reimbursement of such illegal wage deductions. Further, the members of the Unauthorized Deduction Class are entitled to recover from Defendants the full amount of all illegal wage deductions, plus penalties, interest, reasonable attorneys' fees and costs of suit.

TWELVTH CAUSE OF ACTION

FAILURE TO PAY PAID TIME OFF PAY UNDER LABOR CODE § 227.3

(On Behalf of the Paid Time Off Class)

(Against All Defendants)

148. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

149. Labor Code § 227.3 states in pertinent part: “[W]henver a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as his wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”

150. With regard to the allegations in this action, California law makes no distinction between “vacations” and “paid time off.”

151. At all times relevant to this action, Defendants had a uniform and consistent corporate policy, procedure and practice to provide paid time off pay to the members of the PTO Class.

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152. During their employment by Defendants, the members of the PTO Class accrued paid time off pay.

153. Defendants had a consistent and uniform policy, practice and procedure of failing to timely pay all accrued paid time off pay due and owing to the members of the PTO Class after their termination.

154. The members of the PTO Class are entitled to damages and restitution in an amount according to proof at trial.

155. Pursuant to Labor Code § 218.6 and CC § 3287, the members of the PTO Class seek recovery of pre-judgment interest on all amounts recovered herein.

156. Pursuant to Labor Code § 218.5 and CC § 3287, the members of the PTO Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

THIRTEENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(On Behalf of the Expense Reimbursement Class)

(Against All Defendants)

157. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

158. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

159. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

160. As a matter of Defendants' established company policy, Defendants required the members of the Expense Reimbursement Class to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to the use of personal cell phones for work-related activities, such as communications with management, as required by

1 Defendants. Moreover, Defendants required members of the Expense Reimbursement Class to
2 purchase their own scrubs and maintain them, for which they were not reimbursed. Defendants are
3 legally required to reimburse the members of the Expense Reimbursement Class for all necessary
4 expenditures.

5 161. Defendants failed to fully and reasonably reimburse the members of the Expense
6 Reimbursement Class for all necessary expenditures, including but not limited to the
7 aforementioned expenditures.

8 162. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the
9 members of the Expense Reimbursement Class have been damaged and are entitled to recovery
10 from Defendants of the unpaid balance for all necessary expenditures, including but not limited to
11 the aforementioned expenditures, in an amount according to proof at the time of trial.

12 163. Under Labor Code § 2802(b), the members of the Reimbursements Class request that
13 the Court award interest at the same rate as judgments in civil actions, accruing from the date on
14 which each member of the Reimbursements Class incurred the necessary expenditure or loss.

15 164. Under Labor Code § 2802(c), the members of the Reimbursements Class request that
16 the Court award reasonable attorneys' fees and costs incurred by them in this action.

17 **FOURTEENTH CAUSE OF ACTION**

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

19 **(On Behalf of the UCL Class)**

20 **(Against All Defendants)**

21 165. Plaintiffs incorporate by reference and reallege each and every one of the allegations
22 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

23 166. Business & Professions Code § 17200 provides, in pertinent part, "unfair competition
24 shall mean and include any unlawful, unfair or fraudulent business act." Defendants have engaged
25 in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions
26 Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint,
27 thereby depriving the members of the UCL Class of the minimum working standards and conditions
28 due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

1 167. Business & Professions Code § 17204 provides that an action for any relief from
2 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost
3 money or property as a result of such unfair competition.

4 168. Business & Professions Code § 17205 provides that unless otherwise expressly
5 provided, the remedies or penalties provided for unfair competition “are cumulative to each other
6 and to the remedies or penalties available under all other laws of this state.”

7 169. Defendants have engaged in unfair business practices in California by practicing,
8 employing and utilizing the employment practices outlined in the preceding paragraphs,
9 specifically, by requiring employees to perform the labor services complained of herein without the
10 requisite compensation.

11 170. Defendants’ use of such practices constitutes an unfair business practice and unfair
12 competition and provides an unfair advantage over Defendants’ competitors.

13 171. Plaintiffs have suffered injury in fact and have lost money or property as a result of
14 such unfair competition.

15 172. Plaintiffs seek full restitution from Defendants, as necessary and according to proof,
16 to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the
17 unfair practices complained of herein. Further, if Defendants are not enjoined from the conduct set
18 forth above, Defendants will continue to practice, employ, and utilize the employment practices
19 outlined in the preceding paragraphs.

20 173. Therefore, Plaintiffs request that the Court issue a preliminary and permanent
21 injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiffs
22 seek the appointment of a receiver, as necessary, to establish the total monetary relief sought from
23 Defendants.

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FIFTEENTH CAUSE OF ACTION
PENALTIES UNDER LABOR CODE § 2699
(On Behalf of the Aggrieved Employees)
(Against All Defendants)

174. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

175. Plaintiffs and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period. As such, Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, and 2698 *et seq.*, including as follows:

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

(b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7,

1 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and
2 costs pursuant to Labor Code § 2699(g)(1);

3 (c) Inaccurate Wage Statements: For failure to provide Plaintiffs and the
4 Aggrieved Employees with accurate, itemized wage statements under Labor Code §§ 226, 1174,
5 and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all
6 civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3,
7 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also
8 for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing
9 inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a),
10 Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3,
11 which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount
12 of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
13 dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

14 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,
15 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,
16 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor
17 Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the
18 applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code §
19 2699(g)(1);

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

27 (f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For
28 Labor Code §§ 212, 227.3, 551, 552, 2810.5, and any above addressed violation of the applicable

1 provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198
2 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code §
3 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs
4 pursuant to Labor Code § 2699(g)(1).

5 176. In addition, Plaintiffs seek and are entitled to 65% of all penalties obtained under
6 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about
7 their rights and responsibilities under the Labor Code, and 35% to Plaintiffs and all other similarly
8 situated aggrieved employees.

9 177. Plaintiff MCKINNEY has exhausted her administrative remedies by submitting a
10 certified letter to the LWDA and Defendants on May 12, 2026 (LWDA-CM-1176984-26)
11 addressing in detail the specific provisions of the Labor Code Defendants have violated and
12 addressing the facts and legal theories to support the alleged violations and requested penalties. The
13 LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar
14 days of the postmark date of the letter, and Plaintiffs add this claim seeking penalties under the
15 PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.
16 Plaintiff MAESTAS has also submitted a certified letter to the LWDA and Defendants that has been
17 assigned LWDA Case No. (LWDA-CM-1188042-26).

18 178. Further, as of June 14, 2026 (33 calendar days after Plaintiff MCKINNEY's LWDA
19 letter was mailed to Defendants via certified mail), Plaintiff MCKINNEY has not received from
20 Defendants written notice by certified mail that the alleged violations have been cured, including a
21 description of the actions taken. As such, Plaintiff MCKINNEY has complied with Labor Code §
22 2699.3(c) and are authorized to commence a civil action that includes a cause of action under Labor
23 Code § 2699.

24 179. As also addressed above, Plaintiffs, on behalf of the Aggrieved Employees, also seek
25 the penalties and remedies set forth in Labor Code § 558, which states:

26 (a) Any employer or other person acting on behalf of an employer who violates,
27 or causes to be violated, a section of this chapter or any provision regulating hours and days of work
28 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)

1 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
2 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

3 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
4 pay period for which the employee was underpaid in addition to an amount sufficient to recover
5 underpaid wages...

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

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

14 **RELIEF REQUESTED**

15 WHEREFORE, Plaintiffs pray for the following relief:

16 1. For the Court to issue an Order certifying the Classes herein, appointing the named
17 Plaintiffs as representatives of all others similarly situated, and appointing all law firms representing
18 all named plaintiffs as counsel for the members of the Classes;

19 2. As to the First Cause of Action for Failure to pay minimum wages: For recovery of
20 compensatory damages for all unpaid minimum wages due and owing at the appropriate rate for all
21 work performed; and liquidated damages as authorized by Labor Code § 1194.2(a), from at least
22 four (4) years prior to the filing of this action, according to proof;

23 3. As to the Second Cause of Action for Failure to pay wages and overtime: For
24 recovery of compensatory damages of all unpaid overtime and double-time due and owing at the
25 appropriate rates for all worked performed from at least four (4) years prior to the filing of this
26 action, according to proof;

27 4. As to the Third Cause of Action for Failure to Pay Reporting Time Pay: For recovery
28 of the unpaid balance of the full amount of the unpaid reporting time pay due and owing, according

1 to proof;

2 5. As to the Fourth Cause of Action for Failure to Pay On-Call Time: For recovery of
3 the unpaid balance of the full amount of the unpaid On-Call pay due and owing, according to proof;

4 6. As to the Fifth Cause of Action for Failure to Provide Day's Rest in Seven: For civil
5 penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from
6 other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in
7 the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for
8 each aggrieved employee per pay period for each subsequent violation; and for reasonable attorneys'
9 fees and costs incurred pursuant to Labor Code §§ 2699(g)(1) and any other applicable statute.

10 7. As to the Sixth Cause of Action for Failure to Provide Meal Periods: For one (1) hour
11 of pay at the regular rate of compensation for each member of the Meal Period Class for each
12 workday that a meal period was not provided, pursuant to Labor Code § 226.7 and applicable Wage
13 Orders;

14 8. As to the Seventh Cause of Action for Failure to Authorize And Permit Rest Periods:
15 For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class
16 for each workday that a rest period was not provided, pursuant to Labor Code § 226.7 and applicable
17 Wage Orders;

18 9. As to the Eighth Cause of Action for Failure to Timely Furnish Accurate Itemized
19 Wage Statements: For recovery of statutory penalties as authorized by Labor Code § 226(e);

20 10. As to the Ninth Cause of Action for Violation of Labor Code § 204: For recovery of
21 statutory damages as authorized by Labor Code §§ 204 and/or 210;

22 11. As to the Tenth Cause of Action for Violation of Labor Code § 203: For recovery of
23 waiting time penalties for all former Employees of the Termination Class as authorized by Labor
24 Code § 203;

25 12. As to the Eleventh Cause of Action for Illegal Wage Deductions under Labor Code
26 § 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable
27 penalties under Labor Code § 225.5;

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1 13. As to the Twelfth Cause of Action for Failure to Pay Paid Time Off Pay: For damages
2 regarding wages due and owing, according to proof; for pre-judgment interest as authorized by
3 Labor Code § 218.6 and CC § 3287; and for an award of reasonable attorneys' fees and costs
4 pursuant to Labor Code § 218.5.

5 14. As to the Thirteenth Cause of Action for Failure to reimburse necessary business
6 expenses: For restitution of the unpaid balance for all necessary expenditures and losses incurred in
7 direct consequence of the discharge of Defendants' duties; and interest thereon at the same rate as
8 judgments in civil actions, accruing from the date on which each member of the Reimbursements
9 Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

10 15. As to the Fourteenth Cause of Action for Violation of Business & Professions Code
11 § 17200 et seq.: For an accounting, under administration of Plaintiffs and/or the receiver and subject
12 to Court review, to determine the amount to be returned by Defendants, and the amounts to be
13 refunded to members of the Classes who are owed monies by Defendants; an order requiring
14 Defendants to identify each of the members of the Classes by name, home address, home telephone
15 number and, if available, email address; an order requiring Defendants to make full restitution and
16 payment under California law; an order for a preliminary and/or permanent injunction prohibiting
17 Defendants from engaging in the acts complained of herein; the creation of an administrative process
18 wherein each injured member of the Classes may submit a claim in order to receive his/her money;
19 and all other appropriate injunctive, declaratory and equitable relief;

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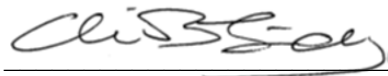
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1 16. As to the Fifteenth Cause of Action for Penalties Under Labor Code § 2699: As
2 applicable, for civil penalties under Labor Code § 2699(f), In addition to and entirely independent
3 and apart from penalties in the Labor Code and for Labor Code violations with or without a specific
4 civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation,
5 and/or \$200 for each aggrieved employee per pay period for each violation that arises from any
6 policy or practice that the LWDA or any court has determined was unlawful, and/or each malicious,
7 fraudulent, or oppressive violation;

8 17. As to All Causes of Action: For an award of reasonable attorneys' fees and costs
9 incurred; pre-judgment and post-judgment interest, and such other and further relief as this Court
10 may deem just and proper.

11
12 DATED: July 17, 2026

D.LAW, INC.

13
14 By: 
15 Alvin B. Lindsay
16 William Tran
17 Nicholas Demirjian
18 Attorneys for Plaintiffs TIFFANY
19 MCKINNEY and ALICIA
20 MAESTAS and all others
21 similarly situated
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DATED: July 17, 2026

By:

Alvin B. Lindsay
William Tran
Nicholas Demirjian
Attorneys for Plaintiffs TIFFANY
MCKINNEY and ALCIA
MAESTAS 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: 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101.

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[X] (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.

Executed on July 17, 2026, at Pasadena, California.

Sasha Zambrano