May 4, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Copy Sent via certified mail to:

RadNet Management, Inc.
c/o Howard G. Berger (Agent)
1510 Cotner Ave.
Los Angeles, CA 90025

RadNet Management II, Inc.
c/o Howard G. Berger (Agent)
1510 Cotner Ave.
Los Angeles, CA 90025

RadNet Managed Imaging Services, Inc.
c/o Howard G. Berger (Agent)
1510 Cotner Ave.
Los Angeles, CA 90025

RadNet Sub, Inc.
c/o Howard G. Berger (Agent)
1510 Cotner Ave.
Los Angeles, CA 90025

Howard G. Berger
1510 Cotner Ave.
Los Angeles, CA 90025

Re: Brianna Moreno v. RadNet Management, Inc., et al.; California Labor Code § 2699.3 Notice of Intent to File Suit

To Whom it May Concern:

We represent **Brianna Moreno** ("Plaintiff") a former employee of RadNet Management, Inc., RadNet Management II, Inc., RadNet

Los Angeles
500 S. Grand Ave., Ste. 1520
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Managed Imaging Services, Inc., RadNet Sub, Inc., and Howard G. Berger ("Defendants") in a lawsuit (the "Action") to be filed against Defendants in Los Angeles County Superior Court. A copy of the Complaint to be filed in the Action is enclosed as **Exhibit A**.

This letter serves as notice pursuant to California Labor Code § 2699.3 that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendants' employees employed from one year prior to filing of this Notice through trial on the Complaint (the "Aggrieved Employees").

As set forth in the Complaint, Defendants violated their obligations under the California Labor Code by (1) failing to provide meal periods or premium pay in lieu thereof in violation of Cal. Lab. Code §§ 226.7, 512(a), and 1198; (2) failing to provide rest periods in violation of Cal. Lab. Code §§ 226.7, 512(a), and 1198; (3) failing to pay minimum wages for all hours worked pursuant to Cal. Lab. Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; (4) failing to pay overtime wages pursuant to Cal. Lab. Code §§ 510, 1194, and 1198; (5) failing to reimburse necessary business expenses pursuant to Cal. Lab. Code § 2802; (6) failing to provide and maintain accurate payroll records pursuant to Cal. Lab. Code §§ 226(a)/(f)/(h), 226.3, and 1174(d); (7) failing to pay wages when due pursuant to Lab. Code §§ 201, 203, and 204; (8) illegal restrictions on discussing wages pursuant to Lab. Code sections 232,923, and 1197.5(k); and (9) violating California's Unfair Competition Law (Bus. & Prof. Code section 17200, *et seq.*

Together with this correspondence, the enclosed complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf the Aggrieved Employees. *See* Cal. Lab. Code §§ 2699, *et seq.*

Please feel free to contact us with any questions.

Sincerely,

Elliot J. Siegel
Melissa R. Rinehart
KING & SIEGEL LLP

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Los Angeles, California 90071

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Exhibit A

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Attorneys for Plaintiff and Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Brianna Moreno, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

RadNet Management, Inc., a California corporation; **RadNet Management II, Inc.,** a California corporation; **RadNet Managed Imaging Services, Inc.,** a California corporation; **RadNet Sub, Inc.**, a California corporation; **Howard G. Berger**, an individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

1) **Failure to Provide Meal Periods;**
2) **Failure to Provide Rest Periods;**
3) **Failure to Pay Minimum Wages;**
4) **Failure to Pay Overtime Wages;**
5) **Failure to Reimburse Necessary Business Expenses;**
6) **Failure to Provide and Maintain Complete and Accurate Wage Statements;**
7) **Failure to Pay Wages When Due;**
8) **Illegal Restrictions on Discussing Wages;**
9) **Violation of California Business & Professions Code §§ 17200, et seq.**

Jury Trial Requested

Plaintiff hereby brings this action on behalf of herself and all other similarly situated current and former employees, by and through her counsel of record, alleges as follows:

PARTIES

1. At relevant times to this Complaint, Plaintiff **Brianna Moreno**, ("Plaintiff") was a resident of Ventura, California. Defendants employed Plaintiff as an hourly, non-exempt employee from approximately March 2023 through March 4, 2026. Plaintiff was subject to the policies and practices described in this Complaint at all times during her employment with Defendants.

2. Defendant **RadNet Management, Inc.** ("RadNet") is a California corporation that provides diagnostic radiology and imaging services at approximately 173 imaging centers throughout California. RadNet's principal place of business is located at 1510 Cotner Avenue, Los Angeles, California 90025. RadNet operates, owns, and/or manages a network of outpatient imaging facilities throughout the state, including facilities offering MRI, CT, PET/CT, ultrasound, mammography, and X-ray services. At all relevant times, RadNet Management acted as an employer within the meaning of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

3. Defendant **RadNet Management II, Inc.** ("RadNet II") is a California corporation with its principal place of business is located at 1510 Cotner Avenue, Los Angeles, California 90025. On information and belief, RadNet II operates in conjunction with RadNet as part of an integrated enterprise with common ownership, management, policies, and operational control, and jointly employs non-exempt employees, including Plaintiff.

4. Defendant **RadNet Managed Imaging Services, Inc.** ("RadNet Imaging") is a California corporation with its principal place of business is located at 1510 Cotner Avenue, Los Angeles, California 90025. On information and belief, RadNet Imaging operates in conjunction with RadNet and RadNet II as part of an integrated enterprise with common ownership, management, policies, and operational control, and jointly employs non-exempt employees, including Plaintiff.

5. Defendant **RadNet Sub, Inc.** ("RadNet Sub") is a California corporation with its principal place of business is located at 1510 Cotner Avenue, Los Angeles, California 90025. On

information and belief, RadNet Sub operates in conjunction with RadNet, RadNet II, and RadNet Imaging as part of an integrated enterprise with common ownership, management, policies, and operational control, and jointly employs non-exempt employees, including Plaintiff.

6. Defendant **Howard G. Berger,** an individual, is the Chief Executive Officer, owner, director, officer, and/or managing agent of RadNet, RadNet II, RadNet Imaging, and RadNet Sub, and, on information and belief, is a resident of Los Angeles County, California. On information and belief, Howard G. Berger, violated or caused to be violated the regulations and statutes described in greater detail below. Since Howard G. Berger is a managing agent, director, and/or officer of RadNet, RadNet II, RadNet Imaging, and RadNet Sub, and because he violated or caused to be violated the regulations and statutes at issue in this action, he is personally liable pursuant to Labor Code § 558.1.

7. Plaintiff is not currently aware of the names and true identities of defendants Does 1-10, inclusive ("Doe Defendants" together with RadNet, RadNet II, RadNet Imaging, RadNet Sub, and Howard G. Berger, hereinafter "Defendants"). Plaintiff reserves the right to amend this complaint to allege their true names and capacities when this information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or vicariously through the conduct of others. All further references in this complaint to any of the named Defendants includes the fictitiously named defendants.

8. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each other Defendant.

VENUE AND JURISDICTION

9. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code and the Business & Professions Code. Because Plaintiff and putative class members were employed by Defendants, and Defendants transact business within Los Angeles County, Defendants are within the jurisdiction of the court

for service of process. Moreover, Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action in any court of competent jurisdiction.

10. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. Defendants transact business and/or have offices in this county, employed Plaintiff and putative class members ("Class Members") in this county, and the acts and omissions alleged herein took place in this county.

CLASS ACTION ALLEGATIONS

11. On information and belief, Defendants own, manage, and operate approximately 173 diagnostic radiology and imaging service facilities throughout the State of California. Defendants employ MRI Technologists, CT Technologists, Ultrasound Technologists, X-Ray Technologists, and other non-exempt employees to perform diagnostic imaging procedures and provide patient care services at their outpatient radiology and imaging centers.

12. At all relevant times, Plaintiff and Class Members were, among other things, expected to operate MRI scanners, screen patients for safety contraindications, prepare equipment and exam rooms, start IVs and administer contrast as needed, perform quality control procedures, maintain accurate patient records, and ensure optimal image quality while providing professional patient care. Defendants also required Plaintiff and Class Members to complete continuous training regarding MRI safety protocols, patient screening procedures, contrast administration, quality assurance standards, and HIPAA compliance in order to maintain certification and meet industry regulations.

13. Defendants expected Plaintiff and Class Members to produce high-quality diagnostic images in a timely manner while maintaining strict adherence to patient safety protocols, handling high patient volumes, accommodating late arrivals and add-on patients, managing elderly and claustrophobic patients who require additional assistance, and addressing equipment issues and implant clearance complications without delays or disruptions to the imaging schedule.

14. In order to meet Defendants' expectations, and as a matter of uniform and systemic policy, Defendants routinely require Plaintiff and Class Members to work *off-the-clock*, without paying them at their applicable regular or overtime rates of pay, or even at minimum wage rates,

pursuant to Labor Code §§ 223, 510, 1182.12, 1194, 1194.2, 1197.1, and 1198.

15. Throughout her employment, Plaintiff worked shifts that range in length from approximately six (6) hours, eight (8) hours, ten (10) hours, and sometimes shifts of twelve (12) hours or longer. Plaintiff believes this was the same for other Class Members.

16. Plaintiff and Class Members are required to report for each shift in proper uniform, ready to work, before their scheduled shift start time. In order to meet this standard, Plaintiff was required to arrive early enough to prepare the MRI room, ensure equipment is operable, stock necessary supplies, review the patient schedule, and be positioned at her scanner ready to begin the first patient exam at the scheduled shift start time. If Plaintiff did not report to work early enough to complete these pre-shift tasks, she would inevitably be unable to begin patient care at her scheduled start time and thus be subject to disciplinary action by Defendants.

17. For example, Plaintiff was regularly required to arrive at least fifteen (15) to thirty (30) minutes before her scheduled shift start time to perform work-related tasks including preparing exam rooms, checking scanner functionality, stocking contrast and supplies, reviewing patient histories and prior imaging studies, and communicating with radiologists and referring physicians. Plaintiff was not compensated for this time. This equates to approximately fifteen (15) to thirty (30) minutes of unpaid time during each shift. Plaintiff believes this was the same for other Class Members.

18. Similarly, Defendants have failed to pay Plaintiff for time worked *off-the-clock* after the end of her shift. For example, after clocking out for the end of her shift, Plaintiff was required to complete patient documentation, communicate with radiologists regarding image quality concerns, respond to work-related communications from supervisors and co-workers via text message and telephone calls on her personal cell phone, and complete other required paperwork. Plaintiff was not compensated for this time while performing work for Defendants *off-the-clock*. Plaintiff believes this was the same for other Class Members.

19. Additionally, as a matter of uniform and systemic policy, Defendants failed to authorize and/or permit their non-exempt employees (i.e., Plaintiff and Class Members) to take bona fide meal and rest breaks pursuant to Labor Code § 226.7, and failed to pay them minimum,

regular, and overtime premium wages for all hours worked.

20. Defendants have consistently denied their non-exempt employees, including Plaintiff, the opportunity to take compliant thirty (30) minute meal periods in accordance with the California Labor Code. Plaintiff and Class Members were routinely required to miss their thirty (30) minute meal periods, or take them late after the end of their fifth (5th) hour of work, or take shortened meal periods of less than thirty (30) minutes. On information and belief, Plaintiff and Class Members were also prevented from taking a second thirty (30) minute meal period when working in excess of ten (10) hours, despite being required to work such extended shifts.

21. On information and belief, Defendants systematically understaff their California facilities and fail to schedule meal periods for non-exempt employees, which in practice prevents Plaintiff and Class Members from taking all timely and duty-free thirty (30) minute meal periods to which they are entitled. For example, throughout her employment, Plaintiff was unable to take any meal period due to patient care demands, high patient volumes, late-arriving patients, and lack of adequate staffing coverage.

22. Defendants' written policies and procedures expressly authorize management to schedule meal periods "to accommodate operating requirements" and permit on-duty meal periods when "the nature of the work prevents an employee from being relieved of all duty." While Defendants' policies indicate that authorized on-duty meal periods "will be paid" in accordance with applicable state law requirements, such policies do not establish that the nature of the work actually prevents relief from all duties, nor do they provide that non-exempt employees will be compensated premium wages for all missed, short, interrupted, late, or non-compliant meal periods.

23. Like meal periods, Defendants have also consistently denied their non-exempt employees the opportunity to take compliant ten (10) minute rest periods in accordance with the California Labor Code. Plaintiff and Class Members were routinely prevented from taking ten (10) minute rest periods due to limited staffing, high patient volumes, and operational demands.

24. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy engaged in a uniform practice of denying premium pay to its non-

exempt employees in lieu thereof, notwithstanding their actual knowledge that such employees were uniformly denied such meal and rest periods.

25. Defendants further failed to compensate employees for all time worked time when employees were forced to interrupt and/or work through their meal periods but were clocked out under Defendants' time-keeping system during this time (and therefore treated as not working). This resulted in employees being denied both straight time and overtime pay, where applicable, for the time during which they were on call or under Defendants' control despite being off the clock for timekeeping purposes.

26. Further, this resulted in Plaintiff and Class Members being denied overtime premium wages whenever their *off-the-clock* workhours were performed in excess of 8 hours in a day or 40 hours in a week and being denied double-time premium wages whenever their *off-the-clock* workhours were performed in excess of 12 hours in a day.

27. This *off-the-clock* work also sometimes resulted in meal periods being taken late, after the end of employees' fifth hour of work, that were otherwise recorded as being timely in Defendants' time-keeping system.

28. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff and Class Members, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing actual gross and net wages earned, the correct number of hours worked, and the applicable hourly rates in effect for those missing hours, among other things.

29. As a matter of uniform and systemic policy, Defendants required non-exempt employees to utilize their personal cell phones for work-related purposes in order to to communicate with Defendants' supervisory staff and answering texts and calls from their supervisors while at work or on a break regarding scheduling and re-scheduling future work, being assigned tasks, or general administrative matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for

work-related purposes.

30. As a matter of uniform and systemic policy, Defendants willfully failed to pay Plaintiff and Class Members all the above-described wages including, but not limited to, premium pay for non-compliant meal and rest periods, minimum/regular and overtime premium wages for *off-the-clock* workhours, and reimbursement for necessary business expenditures, either at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ.

31. Plaintiff therefore brings this action on behalf of herself and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked at least one shift as a non-exempt employee of Defendants in the State of California from the period four years prior to the filing of the Action and the date of trial ("Class").

32. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, policies, disciplinary records, and witness declarations, among other things.

33. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 250 Class Members have been employed as non-exempt employees by Defendants within the State of California. The number of Class Members is sufficiently numerous such that joinder of all members is impossible or impracticable.

34. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of Class Members in all relevant respects.

35. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands her obligation to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class action and

employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff have incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

36. **<u>Existence and Predominance of Common Issues.</u>** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

a. Whether Defendants have a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

b. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

c. Whether Defendants have a common policy and/or practice of depriving Plaintiff and Class Members of premium pay in lieu of compliant, off-duty meal and/or rest periods;

d. Whether Defendants unlawfully or willfully deprived Plaintiff and Class Members of premium pay in lieu of complaint, off-duty meal and/or rest periods;

e. Whether Defendants have a common policy and/or practice of requiring Class Members to work *off-the-clock*;

f. Whether Defendants unlawfully and/or willfully required Plaintiff and Class Members to work *off-the-clock*;

g. Whether Defendants have a common policy and/or practice of failing to compensate Plaintiff and Class Members with required minimum, regular, and/or overtime wages while working *off-the-clock*;

h. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members with required minimum, regular, and/or overtime wages while working *off-the-clock*;

i. Whether Defendants have a common policy and/or practice of failing to reimburse Plaintiff and Class Members for necessary business expenditures;

j. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and Class Members for necessary business expenditures;

k. Whether Defendants have a common policy and/or practice of failing to maintain complete or accurate payroll records in the State of California;

l. Whether Defendants unlawfully and/or willfully failed to maintain complete or accurate payroll records in the State of California;

m. Whether Defendants have a common policy and/or practice of failing to provide complete or accurate wage statements reflecting all hours worked, applicable rates of pay, and wages earned to Plaintiff and Class Members;

n. Whether Defendants unlawfully and/or willfully failed to provide complete and accurate wage statements reflecting all hours worked, applicable rates of pay, and wages earned to Plaintiff and Class Members;

o. Whether Defendants have a common policy and/or practice of failing to pay Plaintiff and Class Members all wages at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ;

p. Whether Defendants unlawfully and/or willfully failed to pay Plaintiff and Class Members all wages at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ;

q. Whether Defendants have a common policy and/or practice of restricting Plaintiff and Class Members from discussing wages;

r. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief; and

s. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq*., by violating the above provisions of law.

37. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the class defined above as identified through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Complaint Meal Periods or Premium Pay in Lieu Thereof

(Plaintiff and Class Against Defendants)

38. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

39. At all times relevant to this complaint, Defendants knew that they were obligated to provide legally compliant meal periods to their non-exempt employees pursuant to Labor Code §§ 512 and 226.7. Labor Code § 512(a) states in pertinent part: "[A]n 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."

40. Further, Labor Code sections 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC – including Wage Order No. 4-2001, which applied to Plaintiff's and Class Members' employments. "An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period [...] an employer's obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

41. However, Defendants' policies and practices served to deprive Plaintiff and Class Members of full 30-minute meal periods during which they were relieved of all duties and free of employer control. Plaintiff and Class Members were routinely required to work through their meal periods to assist patients, answer phone calls, perform other tasks at Defendants' direction, or were otherwise required to remain on premises.

42. Accordingly, Plaintiff and Class Members were denied meal periods as a result of Defendants' policies and practices. By failing to consistently provide uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to Plaintiff and Class Members.

43. Defendants have also implemented a uniform policy of denying compensation in lieu of compliant meal periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied such meal periods.

44. In failing to authorize and/or permit compliant meal periods, Defendants have also implemented a uniform policy of denying compensation in lieu of such meal periods to its non-exempt employees, notwithstanding their actual knowledge that such employees were uniformly denied compliant meal periods.

45. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift in which a compliant meal period was not provided.

SECOND CAUSE OF ACTION

Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Compliant Rest Periods or Premium Pay in Lieu Thereof

(Plaintiff and Class Against Defendants)

46. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

47. At all times relevant to this complaint, Defendants knew it was obligated to provide compliant rest periods to their non-exempt employees pursuant to Labor Code § 226.7.

48. Labor Code § 226.7 provides:

> (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
>
> (b) If any employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

49. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC – including Wage Order No. 4-2001, which applied to Plaintiff's and Class Members' employments. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."[1] *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

[1] Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm* ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.")

50. However, Plaintiff and Class Members were routinely required to work through their rest periods to assist patients, answer phone calls, perform other tasks at Defendants' direction, or were otherwise required to remain on premises.

51. Defendants have also implemented a uniform policy of denying compensation in lieu of compliant rest periods to its non-exempt employees, notwithstanding their actual knowledge that such employees were uniformly denied such rest periods.

52. By failing to provide compliant rest periods when required, or premium pay in lieu thereof, Defendants violated the Labor Code as to Plaintiff and Class Members. Defendants were aware that its actions were a violation of applicable law but consistently refused to pay these premiums as required by law.

53. Pursuant to Wage Order No. 4-2001 and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants one additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendants were aware that its actions were a violation of applicable law but consistently refused to pay these premiums as required by law.

<u>THIRD CAUSE OF ACTION</u>

California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198

Failure to Pay Minimum Wages for All Hours Worked

(Plaintiff and Class Against Defendants)

54. Plaintiff repeats and incorporates by reference every allegation as if fully set forth herein.

55. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that payment of a wage less than the minimum wage as set by statute, commission, or by the general prevailing rate is unlawful.

56. Further, Labor Code section 223 provides that where a contract requires an employer to maintain the designated wage scale, it is unlawful to pay a lower wage while purporting to pay the wage designated by contract. *See, e.g., Armenta v. Osmose, Inc.*, 135 Cal.App.4th 314, 323 (Cal. Ct. App. 2005) ("Sections 221, 222, and 223 articulate the principal that

all hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.").

57. California law requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or restrains' an employee." *See, e.g.*, *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11070 ("'Hours worked' means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.").

58. Defendants required their non-exempt employees to work through their legally mandated meal periods or remain on duty and under Defendants' control during their meal periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, however, Class Members were clocked out under Defendants' time-keeping system during this time and therefore treated as not working. This resulted in compensable time going unreported and unpaid by Defendants. On information and belief, there may be other ways in which Defendants failed to pay all owed wages currently unknown to Plaintiff.

59. Defendants' failure to pay Plaintiff and Class Members wages at their regular rates of pay, let alone any rate of pay, for this *off-the-clock* time violates California Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198.

60. Pursuant to California Labor Code section 1194.2, Plaintiff and Class Members are entitled to recover the amounts of underpaid wages, plus liquidated damages equal to the amount of minimum wages unlawfully withheld and interest thereon, along with other applicable penalties.

<u>FOURTH CAUSE OF ACTION</u>

California Labor Code §§ 510 and 1198

Unpaid Overtime

(Plaintiff and Class Against Defendants)

61. Plaintiff repeats and incorporates by reference every allegation as if fully set forth herein.

62. California Labor Code §§ 510 and 1198, and Industrial Wage Order No. 4-2001 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis. Specifically, Industrial Wage Order No. 4-2001, section 3 provides that Defendants were required to pay Plaintiff and Class Members working more than eight hours in a day or more than forty hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek.

63. Throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

64. Defendants required their non-exempt employees to work through their legally mandated meal periods or remain on duty and under Defendants' control during their meal periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, however, Class Members were clocked out under Defendants' time-keeping system during this time and therefore treated as not working. This resulted in compensable time going unreported and unpaid by Defendants. On information and belief, there may be other ways in which Defendants failed to pay all owed wages currently unknown to Plaintiff.

65. As Class members worked shifts of eight or more hours or worked weeks for 40 or more hours, some or all of this time should have qualified for overtime pay.

66. Defendants knew or should have known that Plaintiff and Class Members did not receive overtime at their appropriate overtime rate of pay. Accordingly, Defendants' failure to pay overtime compensation resulted in Plaintiff and Class Members being deprived of earned overtime wages.

67. Defendants' failure to pay overtime compensation resulted in Plaintiff and Class Members being deprived of earned overtime wages. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, attorneys' fees, and applicable civil penalties.

FIFTH CAUSE OF ACTION

California Labor Code § 2802

Failure to Reimburse Necessary Business Expenses

(Plaintiff and Class Against Defendants)

68. Plaintiff repeats and incorporates by reference every allegation as if fully set forth herein.

69. Labor Code section 2802 provides that "[a]n 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." Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

70. Defendants required Plaintiff and Class Members to utilize their personal cell phones for work-related purposes in order to communicate with Defendants' supervisory staff and answering texts and calls from their supervisors while at work or on a break regarding scheduling and re-scheduling future work, being assigned tasks, or general administrative matters.

71. Defendants' failure to reimburse a reasonable portion or all of these expenses violated Labor Code § 2802. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 ("We hold that when employees must use their personal cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have

cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills."). Defendants further failed to reimburse Plaintiff and the Class Members for the purchase of work-related equipment.

72. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for a reasonable portion of the incurred expenses, to be determined upon trial, plus reasonable attorneys' fees and costs. Lab. Code § 2802.

SIXTH CAUSE OF ACTION

Labor Code §§ 226, 226.3, and 1174

Failure to Maintain and Provide Complete and Accurate Wage Statements

(Plaintiff and Class Against Defendants)

73. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

74. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or his social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

75. At all times relevant to this complaint, Defendants' failure to pay minimum, regular, and overtime rate wages for all hours worked, and premium pay for missed meal and/or rest periods, ensured that Plaintiff's and Class Members' wage statements inaccurately reflected their gross and net wages earned, the correct number of hours worked, and the applicable hourly rates in effect for those missing hours.

76. Thus, Defendants have failed to keep accurate payroll records for Plaintiff and Class Members in accordance with Labor Code § 1174.

77. Defendants' failure to keep and maintain payroll records accurately reflecting their gross and net wages earned, number of hours worked, and applicable hourly rates has impeded

Plaintiff's and Class Members' ability to determine whether they were paid properly.

78. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damage to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or misinformed about how much compensation was owed to them. These damages include, but are not limited to, costs incurred in calculating the correct gross and net wages earned for each pay period and the amount of employment taxes that were not paid to state and federal tax authorities.

79. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with a complete and accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty ($50) dollars for the initial violation and one hundred ($100) dollars for each subsequent violation, up to $4,000. Pursuant to Labor Code §§ 226(e) and (g), Class Members are further entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION

Labor Code §§ 202, 203, 204, and 210

Failure to Pay Wages When Due

(Plaintiff and Class Against Defendants)

80. Plaintiff repeats and incorporates by reference all the allegations of this Complaint as though fully set forth herein.

81. Labor Code § 202 provides, in relevant part, that:

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages[2] shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to

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[2] Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment." Additionally, in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022), the California Supreme Court recently held that failure to pay premiums for violating the California Labor Code's meal and rest break provisions constitutes "wages" for purposes of waiting time penalties.

> his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of quitting.

82. Labor Code § 203 provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

83. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

84. Failure to Timely Pay Wages Due. As set forth above, as a result of deficient timekeeping practices and meal and rest period policies, Defendants failed to timely pay minimum, regular, and overtime rate wages, as well as meal and rest period premiums, upon regularly scheduled paydays.

85. Relief. Defendants' failure to pay Plaintiff and those Class Members wages on their regularly scheduled paydays subjects Defendants to civil penalties in the amount of $100 per employee per initial violation and $200 per employee for every subsequent violation of Labor Code § 204 pursuant to Labor Code § 210.

86. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the class period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all their earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay meal and/or rest period premiums and earned minimum, regular, and overtime rate wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

87. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and

202. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

EIGHTH CAUSE OF ACTION

Labor Code §§ 232, 923, and 1197.5(k)

Illegal Restrictions on Discussing Wages

(Plaintiff and Class Against Defendants)

88. Plaintiff repeats and incorporates by reference every allegation as if fully set forth herein.

89. Labor Code § 232 provides that "[n]o employer may do any of the following: (a) require, as a condition of employment, that an employee refrain from disclosing the amount of his or her wages; (b) require an employee to sign a waiver or other document that purports to deny the employee the right to disclose the amount of his or her wages; [or] (c) discharge, formally discipline, or otherwise discriminate against an employee who discloses the amount of his or her wages." Lab. Code § 232; *see also Grant-Burton v. Covenant Care, Inc.*, 99 Cal.App.4th 1361, 1367, 77 (2002) ("The very purpose of [Section 232] is to protect employees who want to discuss some aspect of their compensation.").

90. Labor Code § 1197.5(k) provides that "[a]n employer shall not discharge, or in any manner discriminate or retaliate against, any employee by reason of any action taken by the employee to invoke or assist in any manner the enforcement of this section. An employer shall not prohibit an employee from disclosing the employee's own wages, discussing the wages of others, inquiring about another employee's wages, or aiding or encouraging any other employee to exercise his or her rights under this section."

91. Labor Code § 923 protects the rights of employees to organize, including to discuss wages, to negotiate with their employer and otherwise protect their rights under the Labor Code: "[T]he declared purpose of section 923 is to guarantee to individual employees full freedom of self-organization and of association with others for the purpose of collective bargaining or other mutual aid or protection, free from interference or coercion by their employers." *Gelini v.*

Tishgart, 77 Cal.App.4th 219, 224 (1999).

92. "Any employee who has been discharged, discriminated or retaliated against, in the terms and conditions of their employment because the employee engaged in any conduct delineated in this section may recover in a civil action reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer, including interest thereon, as well as appropriate equitable relief." Lab. Code § 1197.5.

93. Despite these clear mandates, Defendants implemented a company-wide policy against discussing employee compensation, including wages and premium payments. On information and belief, Class Members have been "discharged, discriminated or retaliated against, in the terms and conditions of their employment" for discussing wages in line with these statutes.

94. The Class is entitled to appropriate equitable relief, including injunctive relief, as well as actual damages for lost wages and work benefits for Defendants' illegal conduct.

<u>NINTHTH CAUSE OF ACTION</u>

California Business & Professions Code §§ 17200, et seq.

Unlawful Business Practices

(Plaintiff and Class Against Defendants)

95. Plaintiff repeats and incorporates by reference every allegation as if fully set forth herein.

96. Defendants are "persons" as defined by California Business & Professions Code § 17201, as they are a natural person, corporations, firms, partnerships, joint stock companies, and/or associations.

97. <u>Unlawful Business Practices</u>. Defendants' knowing violations of the Labor Code constitutes an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

98. Defendants' failure to abide by the laws discussed herein provided Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cut corners in the name of higher profits and at the expense of employee well-being. Defendants' actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business

& Professions Code § 17200, et seq.

99. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants' willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

A. For an Order:

   a. Certifying the Class;

   b. Appointing Plaintiff as representative of the Class;

   c. Appointing Plaintiff's counsel as Class Counsel;

B. For actual and liquidated damages according to proof at trial;

C. For statutory and civil penalties and special damages, according to proof at trial;

D. For pre- and post-judgment interest on monetary damages;

E. For preliminary and permanent injunctive relief;

F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law; and

G. For such other relief as this Court deems just and proper.

Dated: May 4, 2026

Respectfully submitted,

KING & SIEGEL LLP

By: M Rinehart

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