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

JEANETTE BARKER, on behalf of the State
of California as the Real Party in Interest;

Plaintiff,

vs.

LHC GROUP, INC., a Delaware Corporation;
OPTUM SELECT MANAGEMENT, INC., a
Delaware Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: **26CV022562**

**REPRESENTATIVE ENFORCEMENT
ACTION COMPLAINT [Private
Attorneys General Act of 2004 ("PAGA"),
Lab. Code § 2698, et seq.]**

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide Meal Periods;
- (4) Failure to Provide Rest Breaks;
- (5) Failure to Reimburse Bus. Expenses;
- (6) Failure to Pay Vested Vacation;
- (7) Failure to Timely Pay Final Wages; and
- (8) Failure to Provide Accurate Itemized Wage Statements

Plaintiff Jeanette Barker ("Plaintiff") brings this Private Attorneys General Act ("PAGA") Representative Action Complaint ("Complaint"), on behalf of the State of California as the real party in interest,¹ against Defendants as follows.

¹ Because a PAGA action is aimed at deterring and punishing violations of the Labor Code, the State of California "is always the real party in interest in the suit." *Iskanian v. CLS Transp. of Los Angeles, LLC* (2014) 59 Cal.4th 348, 360; *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 185 (all PAGA claims "are brought on the state's behalf").

1 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

2 1. Plaintiff brings this action against her former employer(s), Defendants LHC
3 Group, Inc., Optum Select Management, Inc., and DOES 1 through 20, inclusive, (collectively,
4 “Defendants”) on behalf of the State of California, seeking civil penalties under PAGA for Labor
5 Code violations committed against all current and former nonexempt employees employed by
6 Defendants in California within the last one year and 65 days prior to the filing of this action
7 (hereinafter, the “Aggrieved Employees”). Such violations include, but are not limited to,
8 Defendants’ failure to pay all wages owed, including minimum, regular, and overtime wages,
9 failure to provide meal periods, failure to provide rest breaks, failure to reimburse business
10 expenses, failure to pay all vested vacation owed upon separation of employment, failure to
11 timely pay wages upon separation of employment, and failure to provide accurate itemized wage
12 statements.

13 2. Plaintiff was employed by Defendants during the relevant periods herein and
14 alleges on information and belief that the Aggrieved Employees were subjected to the same
15 policies, working conditions, and corresponding wage and hour violations to which Plaintiff was
16 subjected during employment.

17 3. Plaintiff and the Aggrieved Employees were not provided all minimum, regular,
18 and overtime wages due to Defendants’ failure to accurately record and compensate for all hours
19 worked, which led to frequent and reoccurring unpaid compensable time. For example,
20 Defendants frequently required Plaintiff and the Aggrieved Employees to perform pre- and post-
21 shift work without compensation, including when they were required to make phone calls to
22 schedule patient visits after-hours, off-the-clock, and while uncompensated. These practices
23 violate California law. *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law
24 “do[es] not allow employers to require employees to routinely work for minutes off the clock
25 without compensation”); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable
26 when employee is under company’s control and where the tasks served the employer’s interests).

27 4. Additionally, Plaintiff and the Aggrieved Employees often worked more than 8
28 hours per day and/or 40 hours per week yet did not receive all required overtime and doubletime

1 compensation on such occasions. Also, at all relevant times, Plaintiff and the Aggrieved
2 Employees were compensated on an hourly basis plus additional earned compensation (such as
3 bonuses and other earned compensation). However, when the Aggrieved Employees worked
4 overtime hours and earned additional compensation during the same workweek, Defendants
5 failed to properly include these amounts in the calculations for the regular rate of pay – in
6 violation of California law and which led to the failure to pay proper overtime, sick time, meal
7 premiums, and other wages.

8 5. Plaintiff and the Aggrieved Employees were also denied 30-minute off-duty meal
9 periods, as mandated by California law. As a result of Defendants' policies and practices, the
10 Aggrieved Employees were subjected to meal period violations when they were: (1) unable to
11 take a meal period due to workload, (2) forced to take an on-duty meal period while under the
12 control of Defendants [and they were forced to record a meal period despite one not occurring,
13 leading to unpaid wages described herein], (3) forced to take a shortened meal period, (4) forced
14 to take a meal period after the 5th hour of work, and (5) not provided mandated second meal
15 periods for shifts in excess of 10 hours. Moreover, Defendants failed to record or keep accurate
16 information regarding when Plaintiff and the Aggrieved Employees took their meal periods, in
17 violation of the applicable IWC Wage Order § 7(A)(3).

18 6. Defendants also failed to provide Plaintiff and the Aggrieved Employees with 10
19 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated
20 by California law. Defendants did not schedule rest breaks for Plaintiff and the Aggrieved
21 Employees and the Aggrieved Employees were often not authorized and/or permitted to take
22 mandated rest breaks due to being overwhelmed by their hectic workload.

23 7. Moreover, at all relevant times, Defendants required Plaintiff and the Aggrieved
24 Employees to incur necessary business-related expenses and costs without reimbursement. For
25 example, Plaintiff and the Aggrieved Employees were required to use personal cell phones and
26 vehicles to carry out their duties for Defendants, without sufficient reimbursement.

27 8. Also, at all relevant times, Defendants utilized a policy and practice through
28 which Plaintiff and the Aggrieved Employees accrued vacation and/or paid time off hours

(collectively, “PTO”). However, on the occasions when Plaintiff and the Aggrieved Employees had accrued but unused vacation hours upon separation of employment, Defendants failed to pay for these earned wages and, further, failed to pay for vested and unused vacation at the “final rate” as required by Labor Code § 227.3.

9. Plaintiff further alleges that she and the Aggrieved Employees were not paid all wages due and owing upon separation of employment within the time required by Labor Code §§ 201 – 203. Plaintiff further alleges that Defendants engaged in the practice of failing to pay all wages due and owing to Plaintiff and the Aggrieved Employees at the time their employment ended with Defendants, including, but not limited to minimum, regular, and overtime wages, wage premiums, vacation and sick wages, among others.

10. Plaintiff further alleges that Defendants failed to provide accurate itemized wage statements that fully complied with the requirements of Labor Code § 226(a).

11. Plaintiff alleges that Defendants’ violations of the wage and hour components of the Labor Code and IWC Wage Orders enabled them to decrease expenses and to increase their level of productivity and profits, thereby allowing Defendants to gain an unfair advantage over its competitors.

12. At all material times, Defendants and DOES 1 through 20 were and/or are the Aggrieved Employees’ employers or persons acting on behalf of the Aggrieved Employees’ employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each underpaid employee as set forth in Labor Code § 558 and under California law.

13. Plaintiff brings this lawsuit on behalf of the State of California, as the real party in interest, to recover all applicable and available PAGA remedies for violations of the California Labor Code committed against the Aggrieved Employees as alleged herein, as well as attorneys’ fees, costs, and/or other damages as permitted by PAGA. Plaintiff reserves the right to name additional representatives throughout the State of California.

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1 **II. JURISDICTION**

2 14. This Court has jurisdiction over the claims for relief of Plaintiff and the
3 Aggrieved Employees pursuant to the Labor Code and the IWC Wage Orders.

4 **III. VENUE**

5 15. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
6 Procedure § 395(a) because: Defendants transact business in Sacramento County, the unlawful
7 acts alleged herein have a direct effect on the Aggrieved Employees in Sacramento County, and
8 Defendants employs/employed Aggrieved Employees in Sacramento County.

9 **IV. PARTIES**

10 **Plaintiff**

11 16. Plaintiff and PAGA Representative Jeanette Barker was employed by Defendants
12 and performed work for Defendants during the relevant periods herein.

13 **Defendants**

14 17. Plaintiff alleges that Defendant LHC Group, Inc., is a Delaware corporation
15 authorized to and doing business in Sacramento County and is or was the legal employer of
16 Plaintiff and the Aggrieved Employees during the applicable periods.

17 18. Plaintiff alleges that Defendant Optum Select Management, Inc., is a Delaware
18 corporation authorized to and doing business in Sacramento County, California, and is and/or
19 was the legal employer of Plaintiff and the Aggrieved Employees during the applicable periods.

20 19. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
21 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
22 inclusive, but on information and belief alleges that those Defendants are legally responsible for
23 the payment of penalties and damages to Plaintiff and all Aggrieved Employees by virtue of
24 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
25 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
26 Defendants when ascertained.

27 20. Plaintiff is informed and believes and thereon alleges that she and the Aggrieved
28 Employees worked under the joint direction and control of Defendants and that Defendants, and

1 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,
2 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of
3 each Defendant are legally attributable to the other Defendants. On information and belief, a
4 unity of interest and ownership between each Defendant exists such that all Defendants acted as
5 a single employer of Plaintiff and other Aggrieved Employees.

6 21. Furthermore, Plaintiff is informed and believes and thereon alleges that
7 Defendants, and each of them, are an integrated enterprise and should be treated as a single
8 employer because these entities share an interrelation of operations, with common human
9 resources and personnel policies and shared common offices and facilities. Additionally,
10 Plaintiff alleges that Defendants also have a shared website, common management, a centralized
11 control of labor operations, and common ownership or financial control.

12 22. Plaintiff is informed and believes and thereon alleges that, in conducting
13 themselves in the manner described herein, Defendants, and each of them, were acting in active
14 concert with one another such that the acts of each were and are fully attributable to the others in
15 all material respects. Plaintiff is further informed and believes that at all relevant times
16 Defendants and each of them are now, and at all material times herein mentioned were, the
17 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
18 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
19 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
20 their remaining co-Defendants.

21 23. Plaintiff is further informed and believes that at all relevant times, Defendants
22 have been inadequately capitalized to conduct business, have failed to follow appropriate
23 corporate formalities, and have simply been a shell and instrumentality through which
24 Defendants DOES 11 through 20, inclusive, have conducted their personal affairs. Accordingly,
25 the corporate veil should be pierced, and any liability attached to Defendants should be imposed
26 jointly and severally against Defendants DOES 11 through 20. Adherence to the fiction of the
27 separate existence of these corporate entities would permit abuse of the corporate privilege,
28 thereby sanctioning fraud and promoting injustice.

1 **V. PAGA CAUSES OF ACTION (Labor Code §§ 2698 – 2699.5)**

2 24. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
3 alleged herein.

4 25. Plaintiff is an “aggrieved employee” under the PAGA as she was employed by
5 Defendants during the applicable statutory period and suffered the Labor Code violations alleged
6 herein. As such, Plaintiff may recover the remedies described herein in a civil action filed on
7 behalf of the State of California and for violations committed against the Aggrieved Employees.

8 26. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
9 Labor Code § 2699, as well as attorneys’ fees, costs, and/or other damages as permitted by
10 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
11 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor
12 does she, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

13 27. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing
14 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
15 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
16 the facts and theories to support the alleged violations. Sixty-five (65) days have elapsed since
17 Plaintiff provided notice of the claims alleged herein without the LWDA assuming jurisdiction,
18 so Plaintiff has fully satisfied the administrative prerequisites for bringing suit under the PAGA.

19 **FIRST CAUSE OF ACTION**

20 **PAGA ASSESSMENT FOR FAILURE TO PAY MINIMUM WAGES**

21 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

22 *Plaintiff and the Aggrieved Employees Against All Defendants*

23 28. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
24 alleged herein.

25 29. Plaintiff and the Aggrieved Employees were not exempt from the requirement to
26 be paid at least the applicable California minimum wage throughout the statutory period for each
27 hour worked.
28

1 30. As noted herein, Plaintiff and the Aggrieved Employees were not provided proper
2 minimum and regular wages due to the allegations herein. As a result of these policies and
3 practices, Plaintiff and the Aggrieved Employees were required to perform off-the-clock work
4 that Defendants either knew or should have known they were performing.

5 31. Consequently, Defendants violated California Labor Code laws and minimum
6 wage laws, *inter alia*, Labor Code §§ 200, 1197, IWC Wage Order § 4, and Cal. Code Regs., tit.
7 8, section 11090, subds. 1 and 4(B).

8 32. Plaintiff is informed and believes and thereon alleges that Defendants
9 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Aggrieved
10 Employees for each hour worked in violation of Labor Code §§ 1194 and 1197.

11 33. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
12 Aggrieved Employees were entitled to be paid wages throughout the statutory period for each
13 hour worked, including proper minimum and regular wages, yet Defendants chose not to pay
14 them in accordance thereto.

15 34. As a result of the unlawful employment practices alleged herein, Plaintiff, on
16 behalf of the State of California, seeks the assessment of all applicable and available PAGA
17 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
18 any other damages permitted under PAGA.

19 **SECOND CAUSE OF ACTION**

20 **PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES**

21 (Labor Code § 510; IWC Wage Order § 3(A))

22 *Plaintiff and the Aggrieved Employees Against All Defendants*

23 35. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
24 alleged herein.

25 36. Plaintiff and the Aggrieved Employees were employees of Defendants who did
26 not receive proper protections and benefits of the laws governing payment of overtime wages.

27 37. Labor Code § 204 requires that the employer timely pay all overtime wages to its
28 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any

1 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
2 any one workweek shall be compensated at the rate of no less than one and one-half times the
3 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
4 in one workday shall be compensated at twice the regular rate of pay for an employee.

5 38. At all relevant times, Plaintiff and the Aggrieved Employees were required by
6 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a
7 result of the policies and practices described in this Complaint, Defendants failed to pay Plaintiff
8 and the Aggrieved Employees proper overtime wages for all overtime hours worked.

9 39. Defendants violate Labor Code § 510 and the applicable IWC Wage Order § 3(A)
10 every pay period with respect to Plaintiff and the Aggrieved Employees because Defendants
11 required its employees to work hours in excess of 8 and/or 12 per day and/or 40 per week
12 without proper overtime compensation.

13 40. Plaintiff is informed and believes and thereon alleges that Defendants
14 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the
15 Aggrieved Employees in violation of Labor Code §§ 510, 1194 and 1197.

16 41. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
17 Aggrieved Employees were entitled to be paid proper overtime wages throughout the statutory
18 period, yet Defendants chose not to pay them in accordance thereto.

19 42. As a result of the unlawful employment practices alleged herein, Plaintiff, on
20 behalf of the State of California, seeks the assessment of all applicable and available PAGA
21 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
22 any other damages permitted under PAGA.

23 **THIRD CAUSE OF ACTION**

24 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE MEAL PERIODS**

25 (Labor Code §§ 226.7 and 512; IWC Wage Order § 11, 12)

26 *Plaintiff and the Aggrieved Employees Against All Defendants*

27 43. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
28 alleged herein.

1 44. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
2 who did not receive proper protections and benefits of laws governing mandatory meal periods.

3 45. Labor Code § 226.7 requires employers, including Defendants, to provide
4 employees with meal periods as mandated by the Industrial Welfare Commission.

5 46. Labor Code § 512(a), in part, provides that employers, including Defendants, may
6 not employ an employee for a work period of more than five hours per day without providing an
7 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
8 except that if the total work period per day of the employee is no more than six hours, the meal
9 period may be waived by mutual consent of both the employer and the employee. Employers
10 may not employ an employee for a work period more than 10 hours per day without providing
11 the employee with a second meal period of not less than 30 minutes.

12 47. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
13 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
14 pay for each meal period that is missed.

15 48. At all relevant times, and as a result of the policies and practices described in this
16 Complaint, Plaintiff and the Aggrieved Employees were denied the 30-minute meal periods to
17 which they were entitled.

18 49. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
19 Order every pay period because Plaintiff and the Aggrieved Employees were not provided with
20 all mandatory meal periods and Defendants failed to pay Plaintiff and the Aggrieved Employees
21 one additional hour of compensation at the regular rate of pay in lieu thereof.

22 50. On information and belief, Plaintiff and the Aggrieved Employees did not
23 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
24 obtained from Plaintiff and the Aggrieved Employees were not willfully obtained, were not
25 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
26 unlawful adhesion. Defendants did not permit or authorize Plaintiff and the Aggrieved
27 Employees to take meal periods in accordance with California law.
28

51. As a result of the unlawful employment practices alleged herein, Plaintiff, on behalf of the State of California, seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

FOURTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO PROVIDE REST BREAKS

(Labor Code §§ 226.7 and 512; IWC Wage Order § 12)

Plaintiff and the Aggrieved Employees Against All Defendants

52. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

53. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

54. Labor Code § 226.7 requires employers, including Defendants, to provide rest breaks to its employees as mandated by Order of the Industrial Welfare Commission.

55. The IWC Wage Order § 12 states, in part, that 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. Employees shall receive a 10-minute rest period every four hours or major fraction thereof that they are required to work. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.

56. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage Order, Defendants shall pay Plaintiff and the Aggrieved Employees one additional hour of pay at their regular rate of compensation for each day that the rest period is not provided.

57. At all relevant times, and as a result of the policies and practices described in this Complaint, Plaintiff and the Aggrieved Employees were denied mandated paid rest breaks.

58. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage Order every pay period because Plaintiff and the Aggrieved Employees were not provided with all mandatory rest periods and Defendants failed to pay Plaintiff and the Aggrieved Employees one additional hour of compensation in lieu thereof.

59. As a result of the unlawful employment practices alleged herein, Plaintiff, on behalf of the State of California, seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

FIFTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

Plaintiff and the Aggrieved Employees Against All Defendants

60. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

61. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing reimbursement of business expenses.

62. Labor Code § 2802(a) requires that the employer indemnify its employees for expenses and losses incurred while discharging their duties or in obedience to the directions of their employer.

63. At all relevant times herein mentioned, Defendants violated Labor Code § 2802(a) when they failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred as a direct consequence of employment with Defendants and/or under the direction of Defendants.

64. As a result of the unlawful employment practices alleged herein, Plaintiff, on behalf of the State of California, seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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1 **SEVENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

3 (Labor Code §§ 201 – 203)

4 *Plaintiff and the Aggrieved Employees Against All Defendants*

5 71. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
6 alleged herein.

7 72. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws governing the timing and
9 payment of wages.

10 73. Labor Code § 201 requires that the employer immediately pay any wages, without
11 abatement or reduction, to any employee who is discharged.

12 74. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
13 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
14 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

15 75. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
16 penalty from the due date thereof at the same rate until paid or until an action therefore is
17 commenced, but the wages shall not continue for more than thirty (30) days.

18 76. At all relevant times, Defendants employed a policy and practice whereby
19 Plaintiff and the Aggrieved Employees were not paid all wages due and owing upon separation
20 of employment within the time required by Labor Code §§ 201 and 202.

21 77. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
22 wages due and owing to Plaintiff and the Aggrieved Employees upon separation of employment,
23 including, but not limited to, minimum, regular, and overtime wages, meal and rest period
24 premiums, and vested vacation wages.

25 78. Additionally, at all relevant times, Defendants failed to pay all mandated sick
26 wages owed to the Aggrieved Employees at the proper rate of pay under Labor Code § 246(l),
27 leading to a failure to pay all wages owed upon separation of employment.
28

79. Plaintiff alleges that, at all times material to this action, Defendants had a planned pattern and practice of failing to timely pay Plaintiff and the Aggrieved Employees all wages due and owing upon separation of employment as required by Labor Code §§ 201 and 202.

EIGHTH CAUSE OF ACTION

Plaintiff and the Aggrieved Employees Against All Defendants

1 and overtime wages); failure to state the applicable hourly rates (including the accurate overtime
2 rate of pay); failure to state the inclusive dates of the pay period; failure to accurately state the
3 name and address of the legal entity of the employer; and failure to accurately state the
4 corresponding number of hours worked at each hourly rate.

5 85. Moreover, Defendants' wage statements directly violated Labor Code § 226(a)
6 each period due to the failure to pay and report premium wages for denied meal periods and rest
7 breaks under § 226.7.

8 86. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
9 to Plaintiff and the Aggrieved Employees because Defendants failed to provide a wage statement
10 to the Aggrieved Employees that complied with the requirements of Labor Code § 226(a).

11 87. Unlike class action claims, a PAGA Plaintiff need not meet the "injury" and
12 "knowing and intentional" violation requirements of Labor Code § 226(e). See *Lopez v. Friant*
13 & Associates, LLC (2017) 15 Cal.App.5th 773, 788 ("a plaintiff seeking civil penalties under
14 PAGA for a violation of section 226(a) does not have to satisfy the "injury" and "knowing and
15 intentional" requirements of section 226(e)(1)").

16 88. As a result of the unlawful employment practices alleged herein, Plaintiff, on
17 behalf of the State of California, seeks the assessment of all applicable and available PAGA
18 remedies pursuant to Labor Code § 2699, and seeks to recover all attorneys' fees, costs, and/or
19 any other damages permitted under PAGA.

20 **VI. PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, on behalf of the State of California, as the real party in interest,
22 prays for judgment and relief against Defendants, jointly and severally, as follows:

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1. For the assessment of all remedies and/or penalties available under the PAGA;
2. For reasonable attorneys' fees and costs of suit to the extent permitted by law; and
3. For such other and further relief as the Court deems just and proper.

Dated: September 21, 2026

LAUBY, MANKIN & LAUBY LLP

BY: 

Brian J. Mankin, Esq.
Peter J. Carlson, Esq.
Attorneys for Plaintiff