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

MARIAH MARTINEZ, on behalf of the State of
California,

Plaintiff,

v.

INTEGRATED NEUROLOGY & PAIN
MANAGEMENT P.C., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CU24-02810

**REPRESENTATIVE ACTION
COMPLAINT:**

(1) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Mariah Martinez (“Plaintiff”), on behalf of the State of California, hereby brings this
2 PAGA Representative Action Complaint (“Complaint”) against Defendant Integrated Neurology &
3 Pain Management P.C. (“Defendant”), and DOES 1 to 50 (collectively “Defendants”) and each of
4 them, as follows:

5 **INTRODUCTION**

6 1. Defendant is a medical group that offers comprehensive evaluation and treatment for
7 all General Neurological conditions.

8 2. Plaintiff brings this PAGA representative action solely on behalf of the State of
9 California against Defendant for alleged violations of the California Labor Code.

10 3. As set forth below, Plaintiff alleges that Defendant failed to pay all overtime
11 compensation at the proper legal rates by failing to calculate the “regular rate of pay properly.” In
12 addition, Plaintiff alleges that Defendant’s meal and rest period policies and practices failed to allow
13 and permit aggrieved employees to take all compliant and timely meal and rest periods or pay
14 premium wages at the “regular rate of pay” in lieu thereof. Plaintiff further alleges that Defendant
15 failed to provide aggrieved employees with accurate written itemized wage statements in violation of
16 Labor Code § 226(a) and failed to timely pay all final wages upon separation of employment in
17 violation of Labor Code §§ 201-203.

18 4. Based on these alleged Labor Code violations, Plaintiff now brings this class action
19 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
20 herself and all other similarly situated aggrieved employees.

21 **JURISDICTION**

22 5. Plaintiff, on behalf of the State of California, brings this representative action pursuant
23 to Labor Code § 2699, *et seq.*, seeking penalties for Defendant’s violation of California Labor Code
24 §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1174, 1174.4, 1199,
25 and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”).

26 6. Based upon the foregoing, Plaintiff and all aggrieved employees are aggrieved
27 employees within the meaning of Labor Code §2699, *et seq.*

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7. This Court has jurisdiction over Defendant's violations of the California Labor Code and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the County of Solano. Defendant owns, maintains offices, transacts business, has an agent or agents within the County of Solano, and/or otherwise are found within the County of Solano, and Defendant is within the jurisdiction of this Court for purposes of service of process.

PARTIES

9. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is a California resident residing in the State of California. Defendants employed Plaintiff as an aggrieved employee.

10. Plaintiff is informed and believes and thereon alleges that Defendants are authorized to and doing business within the County of Solano and is and/or was the legal employer of Plaintiff and the Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein and has been deprived of the rights guaranteed to her by California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1174, 1174.4, 1199, and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

11. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the State of California, County of Solano.

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or

1 corporate, were responsible in some manner for the acts and omissions alleged herein, and
2 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices
3 alleged herein.

4 13. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
5 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
6 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
7 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
8 them, were the agents, servants, and employees of each and every one of the other Defendants, as
9 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
10 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
11 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

12 14. At all times mentioned herein, Defendants, and each of them, were members of and
13 engaged in a joint venture, partnership, and common enterprise and acting within the course and
14 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
15 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
16 Classes.

17 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

18 15. Defendant is a medical group that offers comprehensive evaluation and treatment for
19 all General Neurological conditions. Plaintiff was employed by Defendant as a non-exempt employee
20 with the title of “Neurology Clinic.”

21 16. Plaintiff began working for Defendant on March 28, 2022, until her separation from
22 employment on November 12, 2023. Plaintiff and other aggrieved employees (including, but not
23 limited to, Certified Medical Assistant, Front Desk Receptionist, Technician, Technologist,
24 Coordinator, and all other aggrieved positions) were responsible for all aspects of Defendant’s
25 business in California. However, in these roles, Plaintiff and other aggrieved employees were often
26 not afforded all protections and rights conferred under the California Labor Code and applicable wage
27 orders.

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1 17. At all relevant times, Plaintiff and other aggrieved employees regularly worked
2 various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek.
3 Plaintiff alleges that other aggrieved employees were also subjected to the same policies, procedures,
4 and practices, working conditions, and corresponding wage and hour violations to which she was
5 subjected during her employment.

6 18. First, at all relevant times, Plaintiff and other aggrieved employees worked regular
7 shifts that lasted longer than 8.0 hours in a workday and resulted in aggrieved employees regularly
8 working more than 40 hours in a workweek. However, Plaintiff and other aggrieved employees were
9 not properly paid at the correct overtime rate for all overtime hours worked due to Defendant's
10 uniform failure to include all forms of compensation/remuneration, including, but not limited to,
11 commissions, incentives, non-discretionary bonuses, and all other forms of remuneration in
12 calculating the "regular rate of pay" for purposes of overtime compensation.

13 19. Labor Code § 510 requires an employer to compensate an employee who works more
14 than eight (8.0) hours in one workday, forty (40) hours in a workweek, and for the first eight (8.0)
15 hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular
16 rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less
17 than twice the regular rate of pay when an employee works more than twelve (12) hours in a workday
18 or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
19 applicable Wage Orders, aggrieved employees shall not be employed more than eight (8.0) hours in
20 any workday or more than 40.0 hours in any workweek unless the employee receives one and one-
21 half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the
22 workweek.

23 20. By requiring Plaintiff and the other aggrieved employees to work in excess of eight
24 (8.0) hours in a workday and/or forty (40.0) hours in a workweek without compensating them at the
25 lawful rate of one-half (1 1/2) their regular rate of pay, Defendant willfully violated the provisions of
26 Labor Code § 510 and the applicable Wage Orders.

27 21. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
28 aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510,

1 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and for
2 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

3 22. Furthermore, at all relevant times, Plaintiff and other aggrieved employees were
4 denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
5 Defendant's uniform meal period policies/practices, operational requirements, short staffing, and
6 work demands, Plaintiff and other aggrieved employees often could not take timely and uninterrupted
7 net 30-minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and
8 other aggrieved employees worked more than 10.0 hours in a shift, they were not allowed and
9 permitted to take a mandated second meal period before the end of the tenth hour of work in violation
10 of the Labor Code and applicable Wage Orders. Indeed, Plaintiff's and other aggrieved employees'
11 meal periods were often interrupted and lasted fewer than 30 minutes due to Defendant's meal period
12 policies/practices, operational requirements, and work demands.

13 23. In addition, for each missed or non-compliant meal period, Defendant failed and
14 continues to fail to maintain a mechanism by which aggrieved employees were paid meal period
15 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
16 5th 858 and Labor Code § 226.7.

17 24. Accordingly, due to Defendant's uniform meal period policies/practices, aggrieved
18 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
19 226.7, 510, 516, and applicable Wage Orders, and would be entitled to penalties under Labor Code §
20 2698 *et seq.*

21 25. Moreover, at all relevant times, Plaintiff and other aggrieved employees were not
22 provided with all uninterrupted 10-minute rest periods for every four hours worked, or major fraction
23 thereof due to Defendant's uniform rest period policies/practices, operational requirements, and work
24 demands. As a result, other aggrieved employees were and are often unable to take a net 10-minute
25 duty-free rest period for every major fraction of four hours worked. This includes a second rest period
26 for shifts in excess of six hours and a third rest period for shifts in excess of 10 hours in a workday.
27 In addition, Defendant had the unlawful policy/ practice of making Plaintiff and other aggrieved
28 employees remain on premises during their rest periods.

1 26. By not relieving all aggrieved employees of all duties during rest periods, Defendant
2 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
3 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
4 duties and relinquish control over how employees spend their time.”] (Emphasis added). In *Augustus*,
5 the California Supreme Court expressly rejected the employers’ assertion that it could provide an on-
6 duty rest period to employees who worked as security guards and further explained: “that employers
7 [must] relinquish any control over how employees spend their break time and relieve their employees
8 of all duties.” *Id.* at 273. Each time aggrieved employees could not take a compliant rest period,
9 Defendant failed and continue to fail to adequately pay rest period premium payments at the “regular
10 rate of pay” as required by Labor Code § 226.7.

11 27. Accordingly, due to Defendant’s uniform rest period policies/practices, aggrieved
12 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
13 512, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq.*

14 28. As a result of Defendant’s failure to pay Plaintiff and other aggrieved employees for
15 all hours they were subject to the control of Defendant, including all overtime wages, and Defendant’s
16 failure to adequately pay for all overtime and meal and rest period premiums at the “regular rate of
17 pay,” Defendant issued wage statements which failed to identify the gross wages earned accurately,
18 the total hours worked, the net wages earned, and the correct corresponding number of hours worked
19 at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

20 29. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
21 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
22 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
23 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
24 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

25 30. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
26 aggrieved employees may also recover Labor Code § 226.3 penalties for Defendant’s violations of
27 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
28 Plaintiff and other aggrieved employees would be entitled to recover penalties under Labor Code §§

1 226(e) and/or 2698 *et seq.*

2 31. Finally, because of Defendant's failure to pay all overtime wages, and meal and rest
3 period premiums at the "regular rate of pay," Defendant also failed and continues to fail to pay the
4 aggrieved employees all wages owed at their time of separation from employment in violation of
5 Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover penalties under
6 Labor Code §§ 201-203 and/or 2698 *et seq.*

7 **FIRST CAUSE OF ACTION**

8 **PRIVATE ATTORNEYS GENERAL ACT**

9 **(Plaintiff and Similarly Aggrieved Employees Against All Defendants)**

10 32. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
11 in the preceding paragraphs.

12 33. Defendant has committed several Labor Code violations against Plaintiff and other
13 similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
14 § 2698 *et seq.*, acting on behalf of the State of California, brings this representative action against
15 Defendant to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the
16 State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not
17 limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per employee per
18 pay period for those violations of the Labor Code for which no civil penalty is specifically provided
19 based on the following Labor Code violations:

20 a) Defendant's failure to pay all overtime wages at the "regular rate of pay" because
21 Defendant failed to include all forms of compensation, including, but not limited to, shift differentials,
22 non-discretionary bonuses, incentive pay, and other forms of remuneration;

23 b) Defendant's failure to allow and permit legally compliant meal periods or compensation
24 at the "regular rate of pay" in lieu thereof;

25 c) Defendant's failure to allow and permit legally compliant rest periods or compensation
26 at the "regular rate of pay" in lieu thereof;

27 d) Defendant's failure to furnish legally compliant wage statements pursuant to Labor
28 Code § 226(a);

1 e) Defendant's failure to pay all wages in a timely fashion in violation of Labor Code §
2 204; and

3 f) Defendant's failure to timely pay final wages to aggrieved employees at the time of
4 separation from employment was unlawful,

5 34. On or about December 21, 2023, Plaintiff notified Defendant Integrated Neurology &
6 Pain Management P.C. via certified mail and the California Labor and Workforce Development
7 Agency ("LWDA") via its website of Defendant's violations of the California Labor Code § 2698 *et*
8 *seq.* with respect to violations of the California Labor Code identified in Paragraph 40 (a)-(i). Now
9 that sixty-five days (65) have passed from Plaintiff notifying Defendant of these violations, Plaintiff
10 has exhausted his administrative requirements for bringing a claim under the Private Attorneys
11 General Act with respect to these violations.

12 35. Plaintiff was compelled to retain counsel to file this court action to protect his interests
13 and the interests of other similarly aggrieved employees and to assess and collect the civil penalties
14 owed by Defendant. Plaintiff has, therefore, incurred attorneys' fees and costs, which she is entitled
15 to receive under California Labor Code § 2699.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiff prays for judgment on behalf of the State of California against
18 Defendant, as follows:

19 1. Upon the First Cause of Action, for civil penalties due to similarly aggrieved
20 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
21 including, but not limited to: (1) \$100 for each initial violation and \$200 for each subsequent violation
22 per employee per pay period for those violations of the Labor Code for which no civil penalty is
23 specifically provided under the Labor Code;

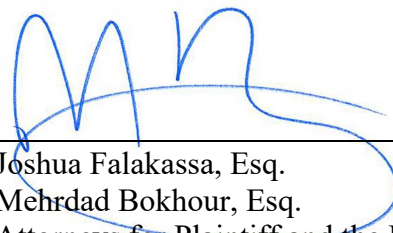
24 2. For attorneys' fees and costs as provided by Labor Code § 2698 *et seq.*, and Code
25 of Civil Procedure §1021.5; and

26 3. For such other relief that the Court may deem just and proper.
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Dated: April 12, 2024

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