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**SUPERIOR COURT OF CALIFORNIA**  
**FOR THE COUNTY OF PLACER**

KATHLEEN ALVAREZ and JEANNE  
BOOTH, individually and on behalf of all  
other similarly situated employees,  
  
Plaintiffs,  
  
vs.  
  
ROSEVILLE CARDIOLOGY MEDICAL  
ASSOCIATES, INC., a California  
Corporation; GEORGE FEHRENBACHER,  
an individual; STEPHEN PETERS, an  
individual; SANJAY YADLAPALLI, an  
individual; and DOES 1 to 100, inclusive,  
  
Defendants.

Case No. S-CV-0051855  
  
**CLASS ACTION**  
  
**FIRST AMENDED COMPLAINT FOR  
DAMAGES:**  
  
**1. Failure to Pay Overtime Wages**  
**2. Failure to Pay Minimum Wages**  
**3. Meal Period Violations**  
**4. Rest Period Violations**  
**5. Wage Statement Violations**  
**6. Waiting Time Penalties**  
**7. Failure to Reimburse Expenses**  
**8. Failure to Pay Vested Vacation Time**  
**9. Unfair Competition**  
**10. Private Attorneys General Act**  
  
**DEMAND FOR JURY TRIAL**

Plaintiffs KATHLEEN ALVAREZ (“Plaintiff ALVAREZ”) and JEANNE BOOTH  
 (“Plaintiff BOOTH”) (“Plaintiffs”), on behalf of themselves and all other similarly situated

employees, hereby file this First Amended Complaint against Defendants ROSEVILLE CARDIOLOGY MEDICAL ASSOCIATES, INC., a California Corporation; GEORGE FEHRENBACHER, an individual; STEPHEN PETERS, an individual; SANJAY YADLAPALLI, an individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief, Plaintiffs allege the following:

### **INTRODUCTION**

1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by Plaintiffs for failure to provide overtime wages, failure to provide minimum wages, meal and rest period violations, wage statement violations, waiting time penalties, failure to reimburse expenses, failure to pay vested vacation time, and unfair competition.

### **JURISDICTION AND VENUE**

2. The Placer County Superior Court has jurisdiction in this matter pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code, California Business and Professions Code, and Wage Order No. 4.

3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that the wrongful acts and violations of law asserted herein occurred within Placer County, and Defendants' obligation to pay wages arose in Placer County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

4. Plaintiff ALVAREZ sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff ALVAREZ gave written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on approximately December 18, 2023. Plaintiff ALVAREZ provided facts and legal basis for her claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff ALVAREZ also submitted the \$75.00 filing fee. The December 18, 2023, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff’s ALVAREZ notice correspondence. Accordingly, Plaintiff ALVAREZ has exhausted all administrative remedies pursuant to the Private

1 Attorneys General Act (“PAGA”) and may bring this action on behalf of herself and all similarly  
2 situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber*  
3 *Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees  
4 include, but is not limited to the following: all non-exempt employees who have worked, or continue to  
5 work, for Defendants in California between December 18, 2022 to the present.

6 **PARTIES**

7 5. KATHLEEN ALVAREZ is an individual over the age of eighteen (18) and is a  
8 resident of the State of California.

9 6. JEANNE BOOTH is an individual over the age of eighteen (18) and is a resident of  
10 the State of California.

11 7. On information and belief, Plaintiffs allege, ROSEVILLE CARDIOLOGY  
12 MEDICAL ASSOCIATES, INC., is now and/or at all times mentioned in this Complaint was a  
13 California Corporation and the owner and operator of an industry, business and/or facility doing  
14 business in the State of California.

15 8. On information and belief, Plaintiffs allege, GEORGE FEHRENBACHER, is now  
16 and/or at all times mentioned in this Complaint was an individual and the owner and operator of an  
17 industry, business and/or facility doing business in the State of California. Plaintiffs are informed and  
18 believe, and thereupon allege, that GEORGE FEHRENBACHER is an individual over the age of  
19 eighteen (18) and is a resident of the State of California. Plaintiffs further allege that GEORGE  
20 FEHRENBACHER is an owner, director, officer, and/or managing agent of ROSEVILLE  
21 CARDIOLOGY MEDICAL ASSOCIATES, INC., responsible for causing the violations outlined in  
22 the (first) through (eighth) causes of action. As such GEORGE FEHRENBACHER is individually  
23 liable pursuant to California Labor Code section 558.1. Pursuant to California Labor Code section  
24 558.1, ROSEVILLE CARDIOLOGY MEDICAL ASSOCIATES, INC., and GEORGE  
25 FEHRENBACHER, are jointly and severally liable for each cause of action asserted herein. On  
26 information and belief, Plaintiffs allege that GEORGE FEHRENBACHER trained subordinate staff  
27 to implement and carry out the policies and practices identified herein. As a result, whether directly  
28 or indirectly, GEORGE FEHRENBACHER caused the violations identified herein. GEORGE

1 FEHRENBACHER was responsible for the violations stated herein as he was in a position of  
2 authority with the power and responsibility to monitor, institute, and/or modify the unlawful  
3 practices, but chose to ratify them instead.

4 9. On information and belief, Plaintiffs allege, STEPHEN PETERS, is now and/or at all  
5 times mentioned in this Complaint was an individual and the owner and operator of an industry,  
6 business and/or facility doing business in the State of California. Plaintiffs are informed and believe,  
7 and thereupon allege, that STEPHEN PETERS is an individual over the age of eighteen (18) and is a  
8 resident of the State of California. Plaintiffs further allege that STEPHEN PETERS is an owner,  
9 director, officer, and/or managing agent of ROSEVILLE CARDIOLOGY MEDICAL  
10 ASSOCIATES, INC., responsible for causing the violations outlined in the (first) through (eighth)  
11 causes of action. As such STEPHEN PETERS is individually liable pursuant to California Labor  
12 Code section 558.1. Pursuant to California Labor Code section 558.1, ROSEVILLE  
13 CARDIOLOGY MEDICAL ASSOCIATES, INC., and STEPHEN PETERS, are jointly and  
14 severally liable for each cause of action asserted herein. On information and belief, Plaintiffs allege  
15 that STEPHEN PETERS trained subordinate staff to implement and carry out the policies and  
16 practices identified herein. As a result, whether directly or indirectly, STEPHEN PETERS caused  
17 the violations identified herein. STEPHEN PETERS was responsible for the violations stated herein  
18 as he was in a position of authority with the power and responsibility to monitor, institute, and/or  
19 modify the unlawful practices, but chose to ratify them instead.

20 10. On information and belief, Plaintiffs allege, SANJAY YADLAPALLI, is now and/or  
21 at all times mentioned in this Complaint was an individual and the owner and operator of an industry,  
22 business and/or facility doing business in the State of California. Plaintiffs are informed and believe,  
23 and thereupon allege, that SANJAY YADLAPALLI is an individual over the age of eighteen (18)  
24 and is a resident of the State of California. Plaintiffs further allege that SANJAY YADLAPALLI is  
25 an owner, director, officer, and/or managing agent of ROSEVILLE CARDIOLOGY MEDICAL  
26 ASSOCIATES, INC., responsible for causing the violations outlined in the (first) through (eighth)  
27 causes of action. As such SANJAY YADLAPALLI is individually liable pursuant to California  
28 Labor Code section 558.1. Pursuant to California Labor Code section 558.1, ROSEVILLE

CARDIOLOGY MEDICAL ASSOCIATES, INC., and SANJAY YADLAPALLI, are jointly and severally liable for each cause of action asserted herein. On information and belief, Plaintiffs allege that SANJAY YADLAPALLI trained subordinate staff to implement and carry out the policies and practices identified herein. As a result, whether directly or indirectly, SANJAY YADLAPALLI caused the violations identified herein. SANJAY YADLAPALLI was responsible for the violations stated herein as he was in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead.

11. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiffs will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

12. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiffs.

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

14. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

15. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

### **CLASS ALLEGATIONS**

16. Plaintiffs bring the First through Ninth Causes of Action on behalf of themselves and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiffs seek to represent is composed of, and defined, as follows:

All non-exempt employees who worked, or continue to work, for Defendants in California at any time between December 18, 2019, to the present.

1           17.     This action has been brought and may be properly maintained as a class action,  
2 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-  
3 defined community of interests in the litigation and the proposed class is easily ascertainable.

4           (a)     Numerosity: The putative class is so numerous that the individual joinder of all members  
5 is impracticable under the circumstances of this case. While the exact number of class  
6 members is unknown to Plaintiffs at this time, Plaintiffs are informed and believe that  
7 Defendants have employed as many as fifty (50) individuals falling within the above  
8 stated class definition throughout the State of California during the applicable statute of  
9 limitations, who were subjected to the policies and practices outlined in this Complaint.  
10 As such, joinder of all members of the putative class is not practicable.

11          (b)     Common Questions Predominate: Common questions of law and fact exist as to all  
12 members of the putative class and predominate over questions that affect only individual  
13 members of the class. These common questions of law and fact include, without  
14 limitation, the following:

- 15           (1)     Whether Defendants maintained accurate payroll records;
- 16           (2)     Whether, as a result of Defendants' policies and practices, Plaintiff and putative  
17 class members were not paid all overtime wages owed;
- 18           (3)     Whether Defendants paid Plaintiff and putative class members for all hours  
19 worked;
- 20           (4)     Whether Defendants failed to pay meal and rest period premiums for meal and  
21 rest period violations;
- 22           (5)     Whether Defendants failed to reimburse Plaintiff and putative class members for  
23 the use of personal cell phones for work purposes;
- 24           (6)     Whether as a result of Defendants' policies and practices Plaintiffs' and putative  
25 class members received all wages, due and owing, at the time of their termination  
26 or separation; and
- 27           (7)     Whether Defendants provided Plaintiffs' and putative class members with wage  
28 statements that complied with Labor Code section 226.

- 1 (c) Typicality: Plaintiffs' claims are typical of the claims of the members of the putative  
2 class. The putative class also sustained damages arising out of Defendants' common  
3 course of conduct in violation of the law as complained of herein. Plaintiffs and all  
4 members of the putative class were non-exempt employees who were not paid all  
5 minimum wages owed, overtime wages owed, meal and rest period premiums, as a result  
6 of Defendants' policies and practices resulting in inaccurate wage statements that did not  
7 itemize the accurate minimum wages owed, overtime wages owed, meal and rest period  
8 premiums, PTO, and sick leave wages. Additionally, Defendants issued Plaintiffs and all  
9 members of the putative class wage statements that did not comply with Labor Code  
10 section 226. As a result, Plaintiffs and each member of the putative class will have  
11 suffered the same type of harm and seek the same type of recovery based on the same  
12 legal theories.
- 13 (d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the  
14 putative class. For all relevant times, Plaintiffs resided in California and worked for  
15 Defendants in California. Moreover, Plaintiffs are adequate representatives of the  
16 putative class as Plaintiffs have no interests that are adverse to those of putative class  
17 members. Additionally, Plaintiffs have retained counsel who has substantial experience  
18 in complex civil litigation and wage and hour matters.
- 19 (e) Superiority: A class action is superior to other available means for the fair and efficient  
20 adjudication of the controversy since individual joinder of all members of the putative  
21 class is impracticable. Class action treatment will permit a larger number of similarly  
22 situated persons to prosecute their common claims in a single forum simultaneously,  
23 efficiently, and without the unnecessary duplication of effort and expense that numerous  
24 individual actions would engender. Further, as damages suffered by each individual  
25 member of the class may be relatively small, the expenses and burden of the individual  
26 litigation would make it difficult or impossible for individual members of the class to  
27 redress the wrongs done to them, and an important public interest will be served by  
28 addressing the matter as a class action. The cost to the court system of adjudication of

such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

18. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

### **GENERAL ALLEGATIONS**

19. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 18 as though fully set forth herein.

20. Plaintiff ALVAREZ was employed with Defendants from April 4, 2022, to September 29, 2023, and worked as a non-exempt employee. Plaintiff ALVAREZ was paid \$21.00 per hour. Plaintiff BOOTH worked out of the Roseville office as a non-exempt employee and was paid \$28.00 per hour. Plaintiffs worked in a fast-paced medical environment where they provided patient care and/or billed for medical procedures and services for Defendants to collect their medical fees. Defendants required Plaintiffs and similarly situated employees to bill a substantial number of hours per month. As a result, Plaintiffs and Similarly situated employees were constantly working to meet this requirement.

21. Plaintiffs and similarly situated employees worked over eight (8) hours per day and forty (40) hours per week. Defendants had a high-volume practice and suffered from a lack of staffing which made it difficult for Plaintiff and similarly situated employees to finish all the daily tasks. As a result, Plaintiffs and similarly situated employees worked through meal periods and took late meal periods. Due to the high volume of work and lack of staffing, Plaintiffs and similarly situated employees took late meal periods quite often which were after the completion of the fifth hour of work. Defendants' manager informed Plaintiffs and similarly situated employees that were supposed to take their meal periods prior to the completion of the sixth hour of work. Consequently, Plaintiffs and similarly situated employees took late meal periods. Moreover, Defendants interrupted Plaintiffs and similarly situated employees during their meal periods to complete certain tasks or take phone calls. For example, at times, Defendants' manager would text Plaintiff ALVAREZ to join meetings while she was clocked out on her meal period. As a result, Plaintiff ALVAREZ would join the meeting while on her meal period. Plaintiff BOOTH and other similarly situated employees would also work during their meal periods while they were clocked out. Defendants did not provide Plaintiffs and similarly situated employees

1 with a second meal period for shifts of ten (10) hours or more. Defendants did not pay Plaintiff for non-  
2 compliant meal periods. Plaintiff is informed and believes that Defendants did not pay similarly situated  
3 employees meal period premiums for non-compliant meal periods.

4 22. Additionally, Defendants failed to provide similarly situated employees with compliant  
5 rest periods. Defendants did not provide Similarly situated employees with a ten (10) minute rest period  
6 for every four (4) hours or fraction of thereof. Similarly situated employees did not take ten (10) minute  
7 rest periods prior to the completion of the fourth hour of work. Similarly situated employees took late  
8 rest periods. Similarly situated employees worked through rest periods and took late rest periods. Quite  
9 often, Defendants interrupted similarly situated employees during their rest periods. Similarly situated  
10 employees were not able to take all their timely rest periods. Also, Defendants did not keep track of  
11 Plaintiffs' and similarly situated employees' rest periods. Further, similarly situated employees did not  
12 take a second rest period or a third rest period when they worked over eight (8) hours per day or over ten  
13 (10) hours per day. Plaintiffs are informed and believe that Defendants did not pay similarly situated  
14 employees rest period premiums for non-compliant rest periods.

15 23. Also, Defendants texted Plaintiffs and similarly situated employees after work hours to  
16 communicate regarding work issues. Defendants did not pay Plaintiffs and similarly situated employees  
17 for the time that they spent reading and responding to work-related texts, and/or phone calls after work  
18 hours. Defendants did not pay Plaintiffs and similarly situated employees when they worked during their  
19 meal periods and when they texted or responded to phone calls after work hours. Most of the unpaid  
20 hours constitute unpaid overtime since Plaintiffs and similarly situated employees worked over eight (8)  
21 hours per day.

22 24. Additionally, Defendants paid similarly situated employees bonuses and incentive based  
23 compensation during their employment period. Defendants failed to incorporate the value of the bonus  
24 into the regular rate of pay in calculating employee's premium wages, including overtime, meal and rest  
25 period premiums, and sick leave.

26 25. Furthermore, Defendants also did not have a policy to reimburse Plaintiffs and similarly  
27 situated employees for the use of their personal cell phones for work purposes. Plaintiffs and similarly  
28 situated employees used their personal cell phones to communicate with co-workers for work purposes.

1 Defendants did not reimburse Plaintiffs and similarly situated employees for using their cell phones for  
2 work purposes. Similarly situated employees also used their home internet for work purposes.

3 Defendants did not reimburse similarly situated employees for using their internet for work purposes.

4         26. Defendants did not pay Plaintiffs and similarly situated employees for all the accrued  
5 vacation PTO that that they had earned during their employment. Defendants acknowledged to Plaintiff  
6 ALVAREZ that they did not accurately calculate the earned PTO which resulted in a lower amount of  
7 accrued PTO. Defendants paid Plaintiff ALVAREZ an additional sixteen (16) hours of PTO and some  
8 penalties after Plaintiff had stopped working for Defendants. Defendants did not pay all the PTO and  
9 penalties owed to Plaintiffs and similarly situated employees.

10         27. Defendants failed to provide Plaintiffs and similarly situated employees with all their  
11 earned sick pay based on the hours worked because Defendants did not consider Plaintiffs' and similarly  
12 situated employees' off-the-clock hours worked during their meal periods and responding to texts in  
13 calculating the sick pay accrual for them. Furthermore, Defendants failed to incorporate the value of the  
14 bonus into the regular rate of pay in calculating similarly situated employees' premium wages, including  
15 sick leave pay. As a result of such policies, Defendants prevented Plaintiff and similarly situated  
16 employees from taking all their earned sick days.

17         28. As a result of Defendants' failure to pay similarly situated employees all minimum  
18 wages, overtime wages, meal and rest period premiums owed, PTO, and sick leave wages, the wage  
19 statements Defendants issued were inaccurate. Also, as a result of Defendants' failure to pay Plaintiff  
20 all minimum wages, overtime wages, meal period premiums owed, PTO, and sick leave wages, the wage  
21 statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately  
22 itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of  
23 meal and rest period premiums owed, the accurate accrued PTO, the accurate accrued sick leave pay,  
24 and the accurate gross and net wages earned.

25         29. As of this date of this letter, Defendants have not paid similarly situated employees all the  
26 minimum wages, overtime wages, meal and rest period premiums, PTO, and sick leave wages. As of  
27 this date of this letter, Defendants have not paid Plaintiff ALVAREZ all the minimum wages, overtime  
28 wages, meal period premiums, PTO, and sick leave wages. As of this date of this letter, Defendants have

1 not Plaintiff BOOTH all the minimum wages, overtime wages, meal and rest period premiums, PTO,  
2 and sick leave wages.

3 30. Plaintiffs are informed and believe that GEORGE FEHRENBACHER, STEPHEN  
4 PETERS, SANJAY YADLAPALLI, were the Chief Executive Officer, Secretary, and Chief Financial  
5 Officer of ROSEVILLE CARDIOLOGY MEDICAL ASSOCIATES, INC., from at least 2022 to  
6 present. Mr. FEHRENBACHER, Mr. PETERS, and Mr. YADLAPALLI were responsible for creating,  
7 implementing, and overseeing the wage and hour policies and practices outlined herein that resulted in  
8 the violation of the California Labor Code.

9 31. Defendant ROSEVILLE CARDIOLOGY MEDICAL ASSOCIATES, INC., identified  
10 Defendant GEORGE FEHRENBACHER in its filings with the California Secretary of State from at  
11 least February 2, 2022, to the present as its Chief Executive Officer. Plaintiffs are informed and believe  
12 that GEORGE FEHRENBACHER was responsible for creating and electing to implement ROSEVILLE  
13 CARDIOLOGY MEDICAL ASSOCIATES, INC.'s, payroll and compensation policies and practices or  
14 that GEORGE FEHRENBACHER was aware of such policies and practices and ratified them.

15 32. Defendant ROSEVILLE CARDIOLOGY MEDICAL ASSOCIATES, INC., identified  
16 Defendant STEPHEN PETERS in its filings with the California Secretary of State from at least February  
17 2, 2022, to the present as its Secretary. Plaintiffs are informed and believe that STEPHEN PETERS was  
18 responsible for creating and electing to implement ROSEVILLE CARDIOLOGY MEDICAL  
19 ASSOCIATES, INC.'s, payroll and compensation policies and practices or that STEPHEN PETERS  
20 was aware of such policies and practices and ratified them.

21 33. Defendant ROSEVILLE CARDIOLOGY MEDICAL ASSOCIATES, INC., identified  
22 Defendant SANJAY YADLAPALLI in its filings with the California Secretary of State from at least  
23 February 2, 2022, to the present as its Chief Financial Officer. Plaintiffs are informed and believe that  
24 SANJAY YADLAPALLI was responsible for creating and electing to implement ROSEVILLE  
25 CARDIOLOGY MEDICAL ASSOCIATES, INC.'s, payroll and compensation policies and practices or  
26 that SANJAY YADLAPALLI was aware of such policies and practices and ratified them.

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**  
3 **FAILURE TO PAY OVERTIME WAGES**  
4 **(As to all Defendants)**

5 34. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 33 as though fully  
6 set forth herein.

7 35. During the period Plaintiffs were employed by Defendants, Defendants were required to  
8 compensate Plaintiffs at one and one-half (1½) times the regular rate of pay for hours worked in excess  
9 of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for  
10 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 4, section (3)(A);*  
11 *Cal. Lab. Code §§ 510, 1194.*

12 36. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day  
13 and/or forty (40) hours per week on several occasions while employed by Defendants. However,  
14 Defendants failed to compensate Plaintiffs and similarly situated employees for all overtime hours  
15 worked at their regular rate of pay.

16 37. Plaintiffs and similarly situated employees were not exempt from overtime protections  
17 employees under the California Wage Orders and Labor Code.

18 38. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees  
19 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to  
20 the extent pertinent as if set forth here in full.

21 **SECOND CAUSE OF ACTION**  
22 **FAILURE TO PAY MINIMUM WAGES**  
23 **(As to all Defendants)**

24 39. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 38 as though fully  
25 set forth herein.

26 40. For the period preceding the filing of this Complaint, Defendants were required to  
27 compensate Plaintiffs and similarly situated employees with at least California's applicable minimum  
28 for every hour worked. *See MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code §*  
*1194.*

41. Plaintiffs were not exempt to the State's Minimum Wage Order. Defendants were aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

42. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

**THIRD CAUSE OF ACTION**  
**MEAL PERIOD VIOLATIONS**  
**(As to all Defendants)**

43. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 42 as though fully set forth herein.

44. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

45. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

46. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

47. Defendants employed Plaintiffs and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiffs and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiffs and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiffs and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiffs and similarly situated employees did not waive their rights to all meal periods throughout their employment.

48. Defendants further failed to pay Plaintiffs and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

49. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

**FOURTH CAUSE OF ACTION**  
**REST PERIOD VIOLATIONS**  
**(As to all Defendants)**

50. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 49 as though fully set forth herein.

51. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

52. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

53. Plaintiffs allege that Defendants failed to authorize and permit Plaintiffs and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

54. Defendants further failed to pay Plaintiffs and similarly situated employees the applicable rest period premiums for any such missed rest periods.

55. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

**FIFTH CAUSE OF ACTION**  
**WAGE STATEMENT VIOLATIONS**  
**(ALVAREZ v. all Defendants)**

56. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 55 as though fully set forth herein.

57. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

58. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiffs' and similarly situated employees' total hours worked due to Defendants' lack of staffing, timekeeping practices, meal and rest period policies and practices that interrupted Plaintiffs and similarly situated employees during their meal breaks, that resulted in off-the-clock work. Plaintiffs and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiffs and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

59. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

**SIXTH CAUSE OF ACTION**  
**WAITING TIME PENALTIES**  
**(As to all Defendants)**

60. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 59 as though fully set forth herein.

61. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

62. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

63. Plaintiffs and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, PTO, or all sick leave pay owed at their termination or within the required time after their separation from employment.

64. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

65. Defendants knew of their obligation to pay Plaintiffs' and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiffs and similarly situated employees worked off the clock because Defendants texted them after work hours regarding work issues. Defendants also set up company meetings during meal periods and knew that similarly situated employees worked through meal and rest periods due to the workload and lack of adequate staffing. Defendants knew that Plaintiffs and similarly situated employees took late meal periods because Defendants' manager wrongfully informed Plaintiffs and similarly situated employees to take their meal periods before the completion of the sixth hour of work, not fifth. Defendants also knew that they failed to accurately calculate the PTO that Plaintiffs and similarly situated employees had accrued but failed to pay Plaintiffs and similarly situated employees for all the PTO they had accrued but not used at the time of their separation. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

1           66. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees  
2 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by  
3 thirty (30) days for Defendants' failure to pay all wages due.

4                                   **SEVENTH CAUSE OF ACTION**  
5                                   **FAILURE TO REIMBURSE EXPENSES**  
6                                   **(As to all Defendants)**

7           67. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 66 as though fully  
8 set forth herein.

9           68. California Labor Code section 2802(a) states that "An employer shall indemnify his or  
10 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of  
11 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even  
12 though unlawful, unless the employee, at the time of obeying the directions, believed them to be  
13 unlawful."

14           69. Defendants required Plaintiffs and similarly situated employees to use their personal cell  
15 phones and internet for work purposes but failed to reimburse them for such use. Plaintiffs and similarly  
16 situated employees used their personal cell phones to communicate with co-workers for work purposes.  
17 Defendants did not reimburse Plaintiffs and similarly situated employees for using their cell phones for  
18 work purposes. For example, Plaintiff BOOTH and similarly situated employees also used their home  
19 internet for work purposes. Defendants did not reimburse similarly situated employees for using their  
20 internet for work purposes.

21           70. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees  
22 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to  
23 the extent pertinent as if set forth here in full.

24                                   **EIGHTH CAUSE OF ACTION**  
25                                   **FAILURE TO PAY VESTED VACATION TIME**  
26                                   **(As to all Defendants)**

27           71. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 70 as though fully  
28 set forth herein.

          72. Labor Code section 227.3 provides that "whenever a contract of employment or employer  
policy provides for paid vacations, and an employee is terminated without having taken off his vested

vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.” Defendants had a policy to provide Plaintiffs and similarly situated employees with PTO but failed to accurately calculate the PTO that Plaintiffs and similarly situated employees had accrued. As a result, Defendants failed to pay Plaintiffs and similarly situated employees all the PTO they had accrued but not used at the time of their separation.

73. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

**NINTH CAUSE OF ACTION**  
**UNFAIR COMPETITION**  
**(As to ROSEVILLE CARDIOLOGY MEDICAL ASSOCIATES, INC., and DOES 1 to 100)**

74. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 73 as though fully set forth herein.

75. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions (“B&P”) Code § 17200.

76. Plaintiffs and similarly situated employees were not paid all wages owed, including minimum and overtime wages, meal and rest period premiums, PTO, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiffs and similarly situated employees were denied statutory protections regarding meal and rest periods.

77. Plaintiffs further allege that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

78. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to

1 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code  
2 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, 245 et seq, and  
3 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing  
4 of this Action.

5  
6 **TENTH CAUSE OF ACTION**  
**PRIVATE ATTORNEYS GENERAL ACT**  
7 **(As to all Defendants)**

8 79. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 78 as though  
9 fully set forth herein.

10 80. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the  
11 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated  
12 current and former employees:

- 13 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime  
14 Wages)
- 15 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay  
16 Minimum Wages)
- 17 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B)  
18 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 19 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest  
20 Periods or Pay Premiums in Lieu Thereof)
- 21 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 22 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 23 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 24 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of  
25 Work in Any Industrial Welfare Commission Order)
- 26 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- 27 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 28 • Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

- Violation of Labor Code § 227.3 (Failure to Pay Vested Vacation Time)

81. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

82. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

83. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

### **DAMAGES**

WHEREFORE Plaintiffs request relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Interest for the wages due pursuant to California Labor Code section 1194;
  - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Interest for the wages due pursuant to California Labor Code section 1194;
  - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
  - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:

- a. Wages in an amount to be proven at trial;
- b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

6. As to the Fifth Cause of Action:

- a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
- b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Sixth Cause of Action:

- a. For any initial violations, \$100 for each failure to pay each employee;
- b. For each subsequent violation or any willful or intentional violations \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld;

8. As to the Seventh Cause of Action:

- a. An amount to be proven at trial;
- b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

9. As to the Ninth Cause of Action:

- a. Unpaid wages as proven at trial;

10. As to the Tenth Cause of Action:

- a. For civil penalties as provided in the Labor Code for each enumerated violation;
- b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay

period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;

- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

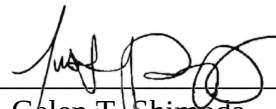
11. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

Dated: February 29, 2024

**Shimoda & Rodriguez Law, PC**

By: \_\_\_\_\_



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