

Arby Aiwarzian (SBN 269827)
Elizabeth Parker-Fawley (SBN 301592)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 16 2024

LF
BY: Alexus Fierro, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MERCEDES BOLANOS, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

LASALLE MEDICAL ASSOCIATES, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

BY FAX

Case No. CIVSB2132847

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business &

Professions Code §§ 17200, et seq.
(11) Violation of California Labor Code
§ 2698, et seq. (Private Attorneys
General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff MERCEDES BOLANOS (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”) and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of San Bernardino. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of San Bernardino. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of San Bernardino.

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PARTIES

5. Plaintiff MERCEDES BOLANOS is an individual residing in the State of California, County of San Bernardino.

6. Defendant LASALLE MEDICAL ASSOCIATES, at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

7. At all relevant times, Defendant LASALLE MEDICAL ASSOCIATES was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants LASALLE MEDICAL ASSOCIATES, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant LASALLE MEDICAL ASSOCIATES and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period November 3, 2017, to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's

attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

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- 1 c. Whether Defendants required Plaintiff and the other class members to
2 work over eight (8) hours per day and/or over forty (40) hours per week,
3 and/or over six (6) consecutive days per workweek and failed to pay the
4 legally required overtime compensation to Plaintiff and the other class
5 members;
- 6 d. Whether Defendants failed to use the non-discretionary, monetary and
7 non-monetary shift differential/commission/
8 bonus/performance/incentive pay to calculate the regular rate of pay used
9 to calculate the overtime rate for the payment of overtime wages where
10 Plaintiffs and the other class members earned non-discretionary,
11 monetary and non-monetary shift differential/commission/bonus/
12 performance/incentive pay and overtime wages in the same workweek;
- 13 e. Whether Defendants failed to pay wages due to improper rounding
14 during the relevant time period;
- 15 f. Whether Defendants deprived Plaintiff and the other class members of
16 meal and/or rest periods or required Plaintiff and the other class
17 members to work during meal and/or rest periods without compensation;
- 18 g. Whether Defendants failed to pay minimum wages to Plaintiff and the
19 other class members for all hours worked;
- 20 h. Whether Defendants failed to pay all wages due to Plaintiff and the other
21 class members within the required time upon their discharge or
22 resignation;
- 23 i. Whether Defendants failed to timely pay all wages due to Plaintiff and
24 the other class members during their employment;
- 25 j. Whether Defendants complied with wage reporting as required by the
26 California Labor Code; including, *inter alia*, section 226;

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- k. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- l. Whether Defendants failed to pay reporting time pay to Plaintiff and the other class members;
- m. Whether Defendants failed to provide a day of rest to Plaintiff and other class members;
- n. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- o. Whether Defendants' conduct was willful or reckless;
- p. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- q. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- r. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.
18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.
19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

1 20. Plaintiff was employed by Defendants and the alleged violation was committed
2 against him during his time of employment and he is, therefore, an aggrieved
3 employee. Plaintiff and the other employees are “aggrieved employees” as
4 defined by California Labor Code section 2699(c) in that they are all current or
5 former employees of Defendants, and one or more of the alleged violations were
6 committed against them.

7 21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
8 employee, including Plaintiff, may pursue a civil action arising under PAGA
9 after the following requirements have been met:

10 a. The aggrieved employee shall give written notice by online submission
11 (hereinafter “Employee’s Notice”) to the Labor & Workforce
12 Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail
13 to the employer of the specific provisions of the California Labor Code
14 alleged to have been violated, including the facts and theories to support
15 the alleged violations.

16 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
17 employer and the aggrieved employee by certified mail that it does not
18 intend to investigate the alleged violation within sixty (60) calendar days
19 of the postmark date of the Employee’s Notice. Upon receipt of the
20 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
21 (65) calendar days of the postmark date of the Employee’s Notice, the
22 aggrieved employee may commence a civil action pursuant to California
23 Labor Code section 2699 to recover civil penalties in addition to any
24 other penalties to which the employee may be entitled.

25 22. On January 30, 2024, Plaintiff provided written notice by online submission to
26 the LWDA and by U.S. Certified Mail to Defendants LaSalle Medical Associates
27 of the specific provisions of the California Labor Code alleged to have been
28 violated, including the facts and theories to support the alleged violations.

Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

23. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 245-249, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission ("IWC") Wage Orders, including inter alia, IWC Wage Orders 4-2001 and 9-2001.

GENERAL ALLEGATIONS

24. At all relevant times set forth herein, Defendants employed Plaintiff and other class members and aggrieved employees as hourly-paid or non-exempt employees within the State of California, including the County of San Bernardino.

25. Ms. Bolanos began working for Defendant via a staffing agency from approximately September 2017 until she was hired by Defendant as a permanent employee in approximately February 2018. Ms. Bolanos worked for Defendant as a permanent employee from approximately February 2018 to approximately October 2019, as an hourly-paid Back Office Medical Assistant in the State of California.

26. Defendants hired Plaintiff and the other class members and aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

27. Defendants had the authority to hire and terminate Plaintiff and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiff's and the other class members' and aggrieved employees' employment, and to supervise their daily employment activities.

28. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' and aggrieved employees' employment for them to be joint employers of Plaintiff and the other class members and aggrieved employees.

29. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members and aggrieved employees.

30. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

31. Plaintiff and the other class members and aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or six (6) consecutive days in a workweek during their employment with Defendants.

32. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked as a result of, *inter alia*, Defendants' requiring Plaintiff and the other class members and aggrieved employees to perform work off-the-clock. Defendants' failure includes, *inter alia*, failing to compensate Plaintiff and the other class members and aggrieved employees for job duties performed before and/or after their scheduled shifts such as tasks related to providing medical care for patients, cleaning medical equipment and the work area, completing paperwork, and communicating with supervisors about work-related issues.

34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to use the non-discretionary, monetary and non-monetary shift differential/ commission/ bonus/performance/incentive pay to calculate the regular rate of pay used to calculate premium pay for the payment of overtime wages, meal premiums, and rest premiums, where Plaintiffs and the other class members and aggrieved employees earned non-discretionary, monetary and non-monetary shift differential/commission/bonus/performance/incentive pay and premium pay for

overtime wages, meal premiums, and rest premiums in the same workweek.

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members and aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all premium pay and applicable penalties.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was missed.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class member's and aggrieved employees' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class members and aggrieved employees worked off-the-clock performing work duties and Defendants' failing to pay reporting time pay.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members and aggrieved employees

1 were entitled to receive all wages owed to them upon discharge or resignation, including earned
2 but unpaid overtime wages, minimum wages, reporting time pay, and meal and rest period
3 premiums, and they did not, in fact, receive all such wages owed to them at the time of their
4 discharge or resignation.

5 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members and aggrieved employees
7 were entitled to receive all wages owed to them during their employment. Plaintiff and the other
8 class members and aggrieved employees did not receive payment of all wages, including
9 overtime wages, minimum wages, reporting time pay, and meal and rest period premiums, within
10 any time permissible under California Labor Code section 204.

11 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members and aggrieved employees
13 were entitled to receive complete and accurate wage statements in accordance with California
14 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
15 The deficiencies included, *inter alia*, the failure to include the accurate total number of hours
16 worked by Plaintiff and the other class members and aggrieved employees, the accurate rates of
17 pay at which Plaintiff and the class members were supposed to be paid, and all meal and rest
18 premiums owed.

19 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Defendants had to keep complete and accurate payroll records
21 for Plaintiff and the other class members and aggrieved employees in accordance with California
22 law, but, in fact, did not keep complete and accurate payroll records. The deficiencies included,
23 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
24 members and aggrieved employees, including work required to be performed off-the clock and
25 as a result of Defendant's failure to pay reporting time pay.

26 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members and aggrieved employees
28 were entitled to reimbursement for necessary business-related expenses, including, *inter alia*,

1 the use of personal phones for business-related purposes, costs incurred using their personal
2 vehicles for work travel, and purchasing and maintaining work attire, personal protective
3 equipment (PPE), footwear, and tools required for work.

4 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that they had a duty to compensate Plaintiff and the other class
6 members and aggrieved employees pursuant to California law, and that Defendants had the
7 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
8 do so, and falsely represented to Plaintiff and the other class members and aggrieved employees
9 that they were properly denied wages, all in order to increase Defendants' profits.

10 45. During the relevant time period, Defendants failed to pay overtime wages to
11 Plaintiff and the other class members and aggrieved employees for all overtime hours worked.
12 Plaintiff and the other class members and aggrieved employees were required to work more than
13 eight (8) hours per day, forty (40) hours per week, and/or 6 consecutive days in a workweek
14 without overtime compensation, at the proper rate, for all overtime hours worked.

15 46. During the relevant time period, Defendants failed to provide all requisite
16 uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved
17 employees.

18 47. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 class members and aggrieved employees at least minimum wages for all hours worked.

20 48. During the relevant time period, Defendants required Plaintiff and the other class
21 members and aggrieved employees to regularly and/or consistently work in excess of six (6) days
22 in a workweek, and Defendants required Plaintiff and the other class members and aggrieved
23 employees to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day
24 thereof, during workweeks in which they were required to work in excess of six (6) days.

25 49. During the relevant time period, Defendants required Plaintiff and the other class
26 members and aggrieved employees to work in excess of six (6) days in a workweek without
27 accumulating or being provided the opportunity to take at least one (1) day of rest in seven (7)
28 during each calendar month.

1 50. During the relevant time period, Defendants failed to pay Plaintiff and the other
2 class members and aggrieved employees all wages owed to them upon discharge or resignation.

3 51. During the relevant time period, Defendants failed to pay Plaintiff and the other
4 class members and aggrieved employees all wages within any time permissible under California
5 law, including, *inter alia*, California Labor Code section 204.

6 52. During the relevant time period, Defendants required Plaintiff and the other class
7 members and aggrieved employees to report to work without putting them to work and paying
8 them the requisite reporting time pay. Namely, during the relevant time period, Defendants
9 failed to pay Plaintiff and other class members and aggrieved employees half the usual or
10 scheduled day's work in an amount no less than two (2) hours at the employee's regular rate of
11 pay for workdays in which Plaintiff and the other aggrieved employees reported to work and
12 were furnished less than half the usual or scheduled day's work, and Defendants failed to pay
13 Plaintiff and other class members and aggrieved employees for two (2) hours at the employee's
14 regular rate of pay on days in which Plaintiff and other class members and aggrieved employees
15 were required to report for work a second time in one workday and were furnished less than two
16 (2) hours of work upon the second reporting.

17 53. During the relevant time period, Defendants failed to provide complete or
18 accurate wage statements to Plaintiff and the other class members and aggrieved employees.

19 54. During the relevant time period, Defendants failed to keep complete or accurate
20 payroll records for Plaintiff and the other class members and aggrieved employees.

21 55. During the relevant time period, Defendants failed to reimburse Plaintiff and the
22 other class members and aggrieved employees for all necessary business-related expenses and
23 costs.

24 56. During the relevant time period, Defendants failed to properly compensate
25 Plaintiff and the other class members and aggrieved employees pursuant to California law in
26 order to increase Defendants' profits.

27 57. California Labor Code section 218 states that nothing in Article 1 of the Labor
28 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due

1 to him [or her] under this article.”

2 **FIRST CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 510 and 1198)**

4 **(Against LASALLE MEDICAL ASSOCIATES and DOES 1 through 100)**

5 58. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
6 through 57, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 59. California Labor Code section 1198 and the applicable Industrial Welfare
9 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
10 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
11 rate of pay, depending on the number of hours worked by the person on a daily or weekly
12 basis.

13 60. Specifically, the applicable IWC Wage Order provides that Defendants are and
14 were required to pay Plaintiff and the other class members employed by Defendants, and
15 working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or
16 more than six (6) consecutive days in a workweek, at the rate of time-and-one-half for all hours
17 worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or the
18 first eight (8) hours worked on the seventh day in a workweek..

19 61. The applicable IWC Wage Order further provides that Defendants are and were
20 required to pay Plaintiff and the other class members overtime compensation at a rate of two
21 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

22 62. California Labor Code section 510 codifies the right to overtime compensation
23 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
24 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
25 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
26 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
27 of work in a workweek.

28 63. During the relevant time period, Plaintiff and the other class members worked in

1 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

2 64. During the relevant time period, Defendants intentionally and willfully failed to
3 pay overtime wages owed to Plaintiff and the other class members at all or at the correct rate.

4 65. Defendants' failure to pay Plaintiff and the other class members the unpaid
5 balance of overtime compensation, as required by California laws, violates the provisions of
6 California Labor Code sections 510 and 1198, and is therefore unlawful.

7 66. Pursuant to California Labor Code section 1194, Plaintiff and the other class
8 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
9 attorneys' fees.

10 **SECOND CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 226.7 and 512(a))**

12 **(Against LASALLE MEDICAL ASSOCIATES and DOES 1 through 100)**

13 67. Plaintiff incorporates by reference the allegations contained in paragraphs 1
14 through 66, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 68. At all relevant times, the IWC Order and California Labor Code sections 226.7
17 and 512(a) were applicable to Plaintiff's and the other class members' employment by
18 Defendants.

19 69. At all relevant times, California Labor Code section 226.7 provides that no
20 employer shall require an employee to work during any meal or rest period mandated by an
21 applicable order of the California IWC.

22 70. At all relevant times, the applicable IWC Wage Order and California Labor
23 Code section 512(a) provide that an employer may not require, cause or permit an employee to
24 work for a work period of more than five (5) hours per day without providing the employee
25 with a meal period of not less than thirty (30) minutes, except that if the total work period per
26 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
27 consent of both the employer and employee.

28 71. At all relevant times, the applicable IWC Wage Order and California Labor

1 Code section 512(a) further provide that an employer may not require, cause or permit an
2 employee to work for a work period of more than ten (10) hours per day without providing the
3 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
4 that if the total hours worked is no more than twelve (12) hours, the second meal period may
5 be waived by mutual consent of the employer and the employee only if the first meal period
6 was not waived.

7 72. During the relevant time period, Plaintiff and the other class members who were
8 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
9 their legally-mandated meal periods by mutual consent, were required to work for periods
10 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
11 minutes and/or rest period.

12 73. During the relevant time period, Plaintiff and the other class members who were
13 scheduled to work for a period of time in excess of six (6) hours were required to work for
14 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
15 (30) minutes and/or rest period.

16 74. During the relevant time period, Defendants intentionally and willfully required
17 Plaintiff and the other class members to work during meal periods and failed to compensate
18 Plaintiff and the other class members the full meal period premium for work performed during
19 meal periods.

20 75. As a result, Defendants failed to relieve Plaintiff and the other class members of
21 all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed
22 to permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or
23 discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the
24 end of their fifth hour of work for shifts lasting more than five (5) hours, and/or to take second
25 thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts
26 lasting more than ten (10) hours.

27 76. During the relevant time period, Defendants failed to pay Plaintiff and the other
28 class members the full meal period premium due pursuant to California Labor Code section

1 226.7.

2 77. Defendants' conduct violates applicable IWC Wage Order and California Labor
3 Code sections 226.7 and 512(a).

4 78. Pursuant to applicable IWC Wage Order and California Labor Code section
5 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one
6 additional hour of pay at the employee's regular rate of compensation for each work day that
7 the meal or rest period is not provided.

8 **THIRD CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226.7)**

10 **(Against LASALLE MEDICAL ASSOCIATES and DOES 1 through 100)**

11 79. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 78, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 80. At all times herein set forth, the applicable IWC Wage Order and California
15 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
16 employment by Defendants.

17 81. At all relevant times, California Labor Code section 226.7 provides that no
18 employer shall require an employee to work during any rest period mandated by an applicable
19 order of the California IWC.

20 82. At all relevant times, the applicable IWC Wage Order provides that "[e]very
21 employer shall authorize and permit all employees to take rest periods, which insofar as
22 practicable shall be in the middle of each work period" and that the "rest period time shall be
23 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
24 hours or major fraction thereof" unless the total daily work time is less than three and one-half
25 (3 ½) hours.

26 83. During the relevant time period, Defendants required Plaintiff and other class
27 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
28 rest period per each four (4) hour period worked.

84. During the relevant time period, Plaintiff and the other class members' rest periods were missed, shortened, late, and/or interrupted because Defendants required them to remain on the premises during rest periods and to perform work duties including, but not limited to, providing medical care for patients, cleaning medical equipment and the work area, completing paperwork, and communicating with supervisors about work-related issues, and Defendants failed to authorize or permit Plaintiff and the other class members or failed to relinquish control over Plaintiff and the other class members' activities in order to take full, uninterrupted, off-duty rest periods.

85. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods. For example, throughout his employment with Defendants, although Plaintiff regularly experienced missed, shortened, late and/or interrupted rest periods, he was not provided with rest period premium payments.

86. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

87. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

88. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against LASALLE MEDICAL ASSOCIATES and DOES 1 through 100)

89. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 88, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 90. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
3 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
4 than the minimum so fixed is unlawful.

5 91. During the relevant time period, Defendants failed to pay wages, including, *inter*
6 *alia*, minimum wages, overtime wages, meal and rest premiums, and reporting time pay, to
7 Plaintiff and the other class members as required, pursuant to California Labor Code sections
8 1194, 1197, 1197.1, 1198. Defendants' failure to pay wages included, *inter alia*, Defendants'
9 failing to pay reporting time wages and Defendants' effective payment of zero dollars per hour
10 for hours Plaintiff and the other class members worked off-the-clock performing work duties,
11 such as tasks related to providing medical care for patients, cleaning medical equipment and the
12 work area, and communicating with supervisors about work-related issues. Plaintiff spent time
13 performing work duties off-the-clock throughout his employment with Defendants.

14 92. Defendants' failure to pay Plaintiff and the other class members the minimum
15 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
16 those sections Plaintiff and the other class members are entitled to recover the unpaid balance
17 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
18 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

19 93. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
20 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
21 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
22 minimum wages.

23 94. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
24 members are entitled to recover liquidated damages in an amount equal to the wages
25 unlawfully unpaid and interest thereon.

26 **FIFTH CAUSE OF ACTION**

27 **(Violation of California Labor Code §§ 201 and 202)**

28 **(Against LASALLE MEDICAL ASSOCIATES and DOES 1 through 100)**

1 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
2 through 94, and each and every part thereof with the same force and effect as though fully set
3 forth herein.

4 96. At all relevant times herein set forth, California Labor Code sections 201 and
5 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
6 time of discharge are due and payable immediately, and if an employee quits his or her
7 employment, his or her wages shall become due and payable not later than seventy-two (72)
8 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
9 intention to quit, in which case the employee is entitled to his or her wages at the time of
10 quitting.

11 97. During the relevant time period, Defendants intentionally and willfully failed to
12 pay Plaintiff and the other class members who are no longer employed by Defendants their
13 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.
14 Plaintiff and other class members were not paid at the time of their discharge wages earned and
15 unpaid throughout their employment, including but not limited to, unpaid wages for time worked
16 off-the-clock to perform work duties, unpaid wages as a result of unpaid reporting time pay and
17 unpaid meal and rest period premium payments.

18 98. Plaintiff was not paid at the time of his separation all wages earned and unpaid
19 throughout her employment, including but not limited to, minimum wages and overtime wages
20 for time worked off-the-clock and meal and rest period premium payments for short, late,
21 interrupted, and/or missed meal and rest periods.

22 99. Defendants' failure to pay Plaintiff and the other class members who are no
23 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
24 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
25 201 and 202.

26 100. California Labor Code section 203 provides that if an employer willfully fails to
27 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
28 shall continue as a penalty from the due date thereof at the same rate until paid or until an

1 action is commenced; but the wages shall not continue for more than thirty (30) days.

2 101. Plaintiff and the other class members are entitled to recover from Defendants the
3 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
4 pursuant to California Labor Code section 203.

5 **SIXTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 204)**

7 **(Against LASALLE MEDICAL ASSOCIATES and DOES 1 through 100)**

8 102. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 101, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 103. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the 16th and the 26th day of the month during which the labor was
15 performed.

16 104. At all times herein set forth, California Labor Code section 204 provides that all
17 wages earned by any person in any employment between the 16th and the last day, inclusive,
18 of any calendar month, other than those wages due upon termination of an employee, are due
19 and payable between the 1st and the 10th day of the following month.

20 105. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned for labor in excess of the normal work period shall be paid no later than the
22 payday for the next regular payroll period.

23 106. During the relevant time period, Defendants intentionally and willfully failed to
24 pay Plaintiff and the other class members all wages due to them, within any time period
25 permissible under California Labor Code section 204.

26 107. Plaintiff and the other class members are entitled to recover all remedies
27 available for violations of California Labor Code section 204.

28 ///

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against LASALLE MEDICAL ASSOCIATES and DOES 1 through 100)

108. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

109. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (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 his or her social security number, (8) the name and address of the legal entity that is 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 payments 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 or a 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.

110. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with itemized, complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the accurate total number of hours worked by Plaintiff and the other class members, failure to list the applicable rate of pay, and failure to list all meal and rest premiums due. As the employer willfully requiring work to be performed off-the-clock and failing to provide, authorize, and/or permit compliant meal and rest periods or to pay all premium wages owed for such failure, Defendants had the information necessary to provide wage statements that accurately reflected the total number of hours actually worked and

1 the actual gross and net wages earned, yet failed to do so on a systematic basis and instead
2 provided wage statements that did not reflect the time worked off-the-clock, time worked as a
3 result of improper rounding, or all meal and rest period premiums earned.

4 111. As a result of Defendants' violation of California Labor Code section 226(a),
5 Plaintiff and the other class members have suffered injury and damage to their statutorily-
6 protected rights. Because Plaintiff and the other putative class members' wage statements did
7 not reflect the accurate number of hours worked, Plaintiff and the putative class members were
8 unable to determine the total amount of hours they worked, were unable to determine the total
9 amount of compensation they were owed, and were unable to verify they were paid the proper
10 amount. In order to determine how much Plaintiff and the other putative class members should
11 have been paid, Plaintiff and the other putative class members would have had to engage in
12 discovery and mathematical computations in order to reconstruct the missing information.

13 112. More specifically, Plaintiff and the other class members have been injured by
14 Defendants' intentional and willful violation of California Labor Code section 226(a) because
15 they were denied both their legal right to receive, and their protected interest in receiving,
16 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

17 113. Plaintiff and the other class members are entitled to recover from Defendants the
18 greater of their actual damages caused by Defendants' failure to comply with California Labor
19 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
20 employee. Because Plaintiff and the other class members' wage statements did not reflect the
21 accurate number of hours worked, Plaintiff and the other class members were unable to
22 determine the total amount they were owed, and were unable to verify whether they were paid
23 the proper amount. In order to determine how much Plaintiff and the other class members
24 should have been paid, Plaintiff and the other class members would have had to engage in
25 discovery and mathematical computations in order to reconstruct the missing information.

26 114. Plaintiff and the other class members are also entitled to injunctive relief to
27 ensure compliance with this section, pursuant to California Labor Code section 226(h).

28 ///

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against LASALLE MEDICAL ASSOCIATES and DOES 1 through 100)

115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

117. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

118. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

119. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against LASALLE MEDICAL ASSOCIATES and DOES 1 through 100)

120. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 121. Pursuant to California Labor Code sections 2800 and 2802, an employer must
3 reimburse its employee for all necessary expenditures incurred by the employee in direct
4 consequence of the discharge of his or her job duties or in direct consequence of his or her
5 obedience to the directions of the employer.

6 122. Plaintiff and the other class members incurred necessary business-related
7 expenses and costs that were not fully reimbursed by Defendants, including, *inter alia*, the use
8 of personal phones for business-related purposes, costs incurred using their personal vehicles for
9 work travel, and purchasing and maintaining work attire, personal protective equipment (PPE),
10 footwear, and tools required for work.

11 123. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
12 other class members for all necessary business-related expenses and costs.

13 124. Plaintiff and the other class members are entitled to recover from Defendants
14 their business-related expenses and costs incurred during the course and scope of their
15 employment, plus interest accrued from the date on which the employee incurred the necessary
16 expenditures at the same rate as judgments in civil actions in the State of California.

17 **TENTH CAUSE OF ACTION**

18 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

19 **(Against LASALLE MEDICAL ASSOCIATES and DOES 1 through 100)**

20 125. Plaintiff incorporates by reference the allegations contained in paragraphs 1
21 through 124, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 126. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
24 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
25 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public
26 interest within the meaning of Code of Civil Procedure section 1021.5.

27 127. Defendants' activities as alleged herein are violations of California law, and
28 constitute unlawful business acts and practices in violation of California Business &

Professions Code section 17200, et seq.

128. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to provide a day of rest violate California Labor Code sections 551 and 552. Defendants' policies and practices of failing to pay wages (including, *inter alia*, regular, overtime, and reporting time wages) required by the law violate California Labor Code sections 1194, 1197, 1197.1, and 1198. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

129. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

130. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

131. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 2698, et seq.)

(Against LaSalle Medical Associates and DOES 1 through 100)

132. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 11 and 17 through 131, and each and every part thereof with the same force and effect as though fully set forth herein.

133. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

134. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

135. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

136. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

137. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

138. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Wages (Including, Inter Alia, Minimum Wages)

139. Defendants' failure to pay wages (including regular, minimum, overtime, and premium wages) and all compensation due (e.g., by failing to pay split-shift premiums or sick pay) to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197, 1197.1, and 1198.

Failure to Provide Paid Sick Leave and COVID Supplemental Sick Leave

140. Defendants' failure to accurately credit/accrue their sick time pay, and to provide Plaintiff and other aggrieved employees with paid sick leave and COVID supplemental sick leave in violation of Labor Code sections 245 through 249 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 245 through 249.

Failure to Provide a Day of Rest

141. Defendants' failure to provide a day of rest as required by California Labor Code sections 551 and 552, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 551 and 552.

Failure to Provide Notice to Employees

142. Defendants' failure to provide notice containing requisite information in violation of California Labor Code section 2810.5, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 2810.5.

Failure to Pay Reporting Time Pay

143. Defendants' failure to pay reporting time pay in violation of the IWC Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by IWC Wage Orders and by California Labor Code section 1198.

Failure to Timely Pay Wages Upon Termination

144. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

145. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved

employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

146. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

147. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

148. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

149. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

- 1 c. Penalties under California Labor Code section 210 in addition to, and
2 entirely independent and apart from, any other penalty provided in the
3 California Labor Code in the amount of a hundred dollars (\$100) for
4 each aggrieved employee per pay period for the initial violation, and two
5 hundred dollars (\$200) for each aggrieved employee per pay period for
6 each subsequent violation; and
7 d. Any and all additional penalties and sums as provided by the California
8 Labor Code and/or other statutes.

9 150. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
10 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
11 and Workforce Development Agency for the enforcement of labor laws and education of
12 employers and employees about their rights and responsibilities and twenty-five percent (25%)
13 to the aggrieved employees.

14 151. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
15 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
16 statute.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff, individually, and on behalf of other members of the general public similarly
19 situated, and on behalf of other aggrieved employees pursuant to the California Private
20 Attorneys General Act, requests a trial by jury.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
23 public similarly situated and on behalf of other aggrieved employees pursuant to the California
24 Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and
25 severally, as follows:

26 **Class Certification**

- 27 1. That this action be certified as a class action;
28 2. That Plaintiff be appointed as the representative of the Class;

1 3. That counsel for Plaintiff be appointed as Class Counsel; and

2 4. That Defendants provide to Class Counsel immediately the names and most
3 current/last known contact information (address, e-mail and telephone numbers) of all class
4 members.

5 **As to the First Cause of Action**

6 5. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
8 all overtime wages due to Plaintiff and the other class members;

9 6. For general unpaid wages at overtime wage rates and such general and special
10 damages as may be appropriate;

11 7. For pre-judgment interest on any unpaid overtime compensation commencing
12 from the date such amounts were due;

13 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Labor Code section 1194; and

15 9. For such other and further relief as the Court may deem just and proper.

16 **As to the Second Cause of Action**

17 10. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
19 provide all meal periods (including second meal periods) to Plaintiff and the other class
20 members;

21 11. That the Court make an award to Plaintiff and the other class members of one
22 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
23 period was not provided;

24 12. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 13. For premium wages pursuant to California Labor Code section 226.7(c);

27 14. For pre-judgment interest on any unpaid wages from the date such amounts
28 were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

- 1 40. For actual, consequential and incidental losses and damages, according to proof;
- 2 41. For statutory penalties pursuant to California Labor Code section 226(e);
- 3 42. For injunctive relief to ensure compliance with this section, pursuant to
- 4 California Labor Code section 226(h); and
- 5 43. For such other and further relief as the Court may deem just and proper.

6 **As to the Eighth Cause of Action**

7 44. That the Court declare, adjudge and decree that Defendants violated California

8 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records

9 for Plaintiff and the other class members as required by California Labor Code section

10 1174(d);

- 11 45. For actual, consequential and incidental losses and damages, according to proof;
- 12 46. For statutory penalties pursuant to California Labor Code section 1174.5; and
- 13 47. For such other and further relief as the Court may deem just and proper.

14 **As to the Ninth Cause of Action**

15 48. That the Court declare, adjudge and decree that Defendants violated California

16 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other

17 class members for all necessary business-related expenses as required by California Labor

18 Code sections 2800 and 2802;

- 19 49. For actual, consequential and incidental losses and damages, according to proof;
- 20 50. For the imposition of civil penalties and/or statutory penalties;
- 21 51. For reasonable attorneys' fees and costs of suit incurred herein; and
- 22 52. For such other and further relief as the Court may deem just and proper.

23 **As to the Tenth Cause of Action**

24 53. That the Court decree, adjudge and decree that Defendants violated California

25 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the

26 other class members all overtime compensation due to them, failing to provide all meal and

27 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to

28 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'

wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

58. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

59. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs/expenses and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 245-249, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and IWC Wage Orders (including, *inter alia*, 1-2001, 4-2001, 7-2001, and 9-2001); and

60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: September 13, 2024

LAWYERS for JUSTICE, PC

By: 
Ryan Slinger
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On September 13, 2024, I served the foregoing document(s) described as:

- **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE 2698, ET SEQ.**

on interested parties in this action by Electronic Service as follows:

William M. Betley

wbetley@aalrr.com

April L. Szabo

april.szabo@aalrr.com

ATKINSON, ANDELSON, LOYA, RUDD & ROMO, APC

3880 Lemon Street, Suite 350

Riverside, California 92501

Tel: (951) 683-1122 / Fax: (951) 683-1144

Email: ksword@aalrr.com

Attorneys for Defendant

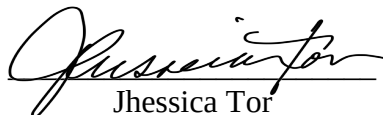
[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 13, 2024, at Glendale, California.


Jhessica Tor