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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES COUNTY, CENTRAL DISTRICT**

CHRISTIAN DEREFIELD, individually and
 on behalf of all others similarly situated;

Plaintiff,

vs.

OCCUPATIONAL HEALTH CENTERS OF
 CALIFORNIA, A MEDICAL
 CORPORATION, a California corporation;
 and DOES 1 through 50,

Defendants.

Case No.: 24STCV01784

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS**
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
 (LABOR CODE §§ 204, 510, 1194,
 1198);
- (3) **MEAL PERIOD VIOLATIONS**
 (LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
 (LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
 (LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
 (LABOR CODE §§ 201-203);
- (7) **REPORTING TIME PREMIUMS**
 (IWC Wage Order 4, Section 5);
- (8) **FAILURE TO REIMBURSE**
NECESSARY BUSINESS EXPENSES
 (LABOR CODE § 2802);
- (9) **UNFAIR COMPETITION (BUS &
 PROF CODE §§ 16600, *et seq.* and
 17200, *et seq.*); and**
- (10) **CIVIL PENALTIES UNDER THE
 CALIFORNIA PRIVATE**

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**ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

Plaintiff CHRISTIAN DEREFIELD (“Plaintiff”), on behalf of himself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint (“Complaint”) against Defendants OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORPORATION, a California corporation; and DOES 1 to 50 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code §§ 16600, *et seq.* and 17200, *et seq.*, Labor Code §§ 201-204, 210, 226(a), 226.7, 245-248.5, 432.5, 510, 512(a), 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2698, *et seq.*; and Industrial Welfare Commission (“IWC”) Wage Order 4-2001 (“Wage Order 4”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Los Angeles County, and the majority of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore, Plaintiff was employed by Defendants within Los Angeles County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of

1 herein and has been deprived of the rights guaranteed by Business and Professions Code §§ 16600,
2 *et seq.* and 17200, *et seq.*, Labor Code §§ 201-204, 210, 226(a), 226.7, 245-248.5, 432.5, 510,
3 512(a), 516, 558, 1174(d), 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2698, *et seq.*, and Wage
4 Order 4.

5 4. Plaintiff is informed and believes, and based thereon alleges, that during the
6 applicable statute of limitations for each cause of action pled herein and continuing to the present,
7 Defendant OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL
8 CORPORATION engaged in and continues to engage in occupational health and medical centers,
9 and employed Plaintiff and other, similarly-situated non-exempt employees within Los Angeles
10 County, and the State of California and, therefore, were (and are) doing business in Los Angeles
11 County and the State of California.

12 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
13 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
14 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
15 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
16 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
17 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
18 and proximately caused Plaintiff, the Classes (as defined below), and Aggrieved Employees (as
19 defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages
20 complained of herein.

21 6. At all times herein mentioned, each of said Defendants participated in the doing of
22 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
23 Defendants, and each of them, were the agents, servants, and employees of each of the other
24 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
25 within the course and scope of said agency and employment.

26 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
27 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
28 joint venturer of, or working in concert with each of the other co-Defendants and was acting within

1 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
2 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
3 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

4 8. At all times herein mentioned, Defendants, and each of them, were members of, and
5 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
6 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

7 9. At all times herein mentioned, the acts and omissions of various Defendants, and
8 each of them, concurred and contributed to the various acts and omissions of each and all of the
9 other Defendants in proximately causing the injuries and damages as herein alleged.

10 **FACTUAL ALLEGATIONS**

11 10. Defendants own and operate occupational health and medical centers throughout the
12 State of California. Plaintiff began working for Defendants as a non-exempt employee in the
13 position of Physician Assistant from approximately 2018 to approximately October 31, 2023.

14 11. Throughout Plaintiff's employment with Defendants, Defendants required Plaintiff
15 and other non-exempt employees to be on-call occasionally during their regularly scheduled shifts.
16 Defendants notified these employees whether they will be called in approximately two hours prior
17 to the start of their shifts. Even if employees were not called in, Defendants required them to be
18 available for the entire shift and be immediately available to report into work. As a result of
19 Defendants' on-call policies and procedures, the freedom of on-call employees were severely
20 restricted and they were on controlled standby. Despite these restrictions, Defendants failed to pay
21 Plaintiffs and other non-exempt employees the minimum wage for their on-call hours, failed to
22 count their on-call hours towards overtime, and failed to pay reporting time pay to those who were
23 not called in to work. In *Ward v. Tilly's Inc.* (2019) 31 Cal.App.5th 1167, 1170, the California
24 Court of Appeal, Second Appellate District, held that an on-call scheduling policy wherein
25 employees were assigned on-call shifts but are not told until two hours before their shifts triggers
26 reporting time requirements. As the Second Appellate District explained: "[O]n-call shifts burden
27 employees, who cannot take other jobs, go to school, or make social plans during on-call shifts—
28 but who nonetheless receive no compensation from [their employer] unless they ultimately are

1 called in to work. This is precisely the kind of abuse that reporting time pay was designed to
2 discourage.” *Ibid.* As a result, Plaintiffs and other non-exempt employees were not compensated for
3 all earned minimum and overtime wages and reporting time premiums.

4 12. Throughout Plaintiff’s employment with Defendants, Defendants’ timekeeping
5 policies and/or practices resulted in Plaintiff and other non-exempt employees not being
6 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
7 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
8 belief, Defendants required Plaintiff and other non-exempt employees to perform work before their
9 scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal and rest periods, and
10 failed to compensate non-exempt employees for this time. Upon information and belief, such work
11 included, but was not limited to, requiring employees to be on controlled standby without proper
12 compensation, failing to pay employees for travel time when required to drive to multiple clinic
13 locations on the same workday, failing to pay employees for travel time when called back to work
14 during on-call shifts, and failing to relieve employees of all duties during meal and rest periods.
15 Upon information and belief, Defendants also failed to incorporate multiple rates of pay and/or all
16 non-discretionary remuneration, including, but not limited to, on-call premiums, into the regular
17 rate of pay. As a result, Plaintiff and other non-exempt employees were not compensated for all
18 earned minimum and overtime wages.

19 13. Defendants failed to provide Plaintiff and other non-exempt employees with all
20 legally compliant meal periods due to Defendants’ meal period policies/practices, which have
21 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
22 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
23 employees were not able to take their legally compliant meal breaks due to work demands imposed
24 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiff’s
25 and other non-exempt employees’ hours worked, including accurate time records showing when
26 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
27 employees were not provided with all legally compliant meal periods to which they were entitled,
28 Defendants failed to compensate Plaintiff and other non-exempt employees with the required meal

1 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
2 § 226.7. Upon information and belief, Defendants also failed to incorporate multiple rates of pay
3 and/or non-discretionary incentive compensation, such as on-call premiums, into the regular rate of
4 compensation.

5 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
6 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
7 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
8 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
9 breaks due to work demands imposed by Defendants and staffing shortages. Additionally, although
10 Plaintiffs and other non-exempt employees occasionally worked shifts in excess of 10 hours,
11 Plaintiffs and other non-exempt employees were not authorized and permitted a third rest period
12 during shifts in excess of 10 hours. On those occasions when Plaintiff and other non-exempt
13 employees were not authorized and permitted to take all legally compliant rest periods to which
14 they were entitled, Defendants failed to compensate them with the required rest period premium(s)
15 for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon
16 information and belief, Defendants maintained no mechanism for the payment of rest period
17 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
18 period was not authorized and permitted to their non-exempt employees.

19 14. Additionally, upon information and belief, Defendants Labor Code § 246 by failing
20 to incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid sick
21 leave pay rate.

22 15. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
23 pay all meal and rest period and reporting time premium wages, and unlawful timekeeping and/or
24 payroll practices as alleged above, Defendants maintained inaccurate payroll records and issued
25 inaccurate wage statements to Plaintiff and other non-exempt employees. As a further result of
26 Defendants' failure to pay all minimum and overtime wages, paid sick leave wages, and meal and
27 rest period and reporting time premium wages, Defendants failed to timely pay all final wages to
28 Plaintiff and other former non-exempt employees upon their separation of employment from

1 Defendants. Defendants also issued wage statements which stated the incorrect employer name.

2 16. As a further result of Defendants' failure to pay all minimum and overtime wages,
3 sick leave wages, and meal and rest period and reporting time premium wages, Defendants failed to
4 timely pay all final wages to Plaintiff and other former non-exempt employees upon their separation
5 of employment from Defendants.

6 17. Additionally, Defendants required Plaintiff and other non-exempt employees to use
7 their personal vehicles to travel to multiple medical clinics during their regularly scheduled shifts
8 and use their personal cell phones to perform their job duties. Despite requiring employees to incur
9 these necessary business expenses, Defendants failed to reimburse Plaintiff and other non-exempt
10 employees for mileage and for the use of their personal cell phones.

11 18. Labor Code § 432.5 provides that "no employer . . . shall require any employee or
12 applicant for employment to agree, in writing, to any term or condition which is known by such
13 employer . . . to be prohibited by law." California Business and Professions Code § 16600 further
14 provides any contract that restricts an individual from "engaging in a lawful profession, trade, or
15 business" is null and void. During the relevant time period, Defendants required Mr. Derefield and
16 other aggrieved employees to sign an unlawful agreement in which they agreed to not compete with
17 Defendants after their termination as a condition of their employment, which is known to
18 Defendants to be prohibited by Business and Professions Code § 16600, *et seq.*

19 **CLASS ACTION ALLEGATIONS**

20 19. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
21 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 22 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
23 in the State of California who were subject to Defendants' timekeeping policies
24 and/or practices, during the four years immediately preceding the filing of this action
25 through the present.
- 26 b. Overtime Class: All current and former non-exempt employees of Defendants in the
27 State of California who worked more than eight (8) hours per day and/or forty (40)
28 hours per week and were subject to Defendants' timekeeping policies and/or

practices, during the four years immediately preceding the filing of this action through the present.

- c. Meal Period Class: All current and former non-exempt employees of Defendants in the State of California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.
- d. Rest Period Class: All current and former non-exempt employees of Defendants in the State of California who worked at least one shift of 3.5 or more hours, during the four years immediately preceding the filing of this action through the present.
- e. Wage Statement Class: All current and former non-exempt employees of Defendants in the State of California who received a wage statement, during the one year immediately preceding the filing of this action through the present.
- f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class during the three years immediately preceding the filing of this action through the present.
- g. Reporting Time Class: All current and former non-exempt employees of Defendants in the State of California who were subject to Defendants' on-call scheduling policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- h. Expense Reimbursement Class: All current and former non-exempt employees of Defendants in the State of California who were not reimbursed for all necessary business expenses, during the four years immediately preceding the filing of this action through the present.

20. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be impractical, if not impossible. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection

of Defendants' employment records, including payroll records.

21. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are predominant common questions of law and fact as to Plaintiff and members of the Classes, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- b. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- c. Whether Defendants provided all legally compliant meal periods or paid meal period premium wages due to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- d. Whether Defendants authorized and permitted all legally compliant rest periods or paid all rest period premium wages due to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- e. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- f. Whether Defendants timely paid all final wages to members of the Waiting Time Class at the time of their separation of employment pursuant to Labor Code §§ 201 and 202;
- g. Whether Defendants properly paid all reporting time premiums to members of the Reporting Time Class pursuant to Labor Code § 1198 and Wage Order 4, § 5; and
- h. Whether Defendants reimbursed members of the Expense Reimbursement Class for all necessary business expenses pursuant to Labor Code § 2802.

These common questions of law and fact set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

1 13. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
3 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
4 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
5 to Defendants' timekeeping policies/practices; was not provided all required meal periods; was not
6 authorized and permitted all rest periods; did not receive premium pay for non-compliant meal and
7 rest periods; did not receive reporting time premium wages; was not paid all final wages upon
8 separation of employment; was not provided with accurate, compliant, itemized wage statements;
9 was not reimbursed for all necessary business expenses.

10 14. **Adequacy of Representation:** Plaintiff is fully prepared to takesx all necessary steps
11 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
12 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
13 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
14 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
15 members of the Classes.

16 15. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
17 public interest in establishing minimum working conditions and standards in California. These laws
18 and labor standards protect the average working employee from exploitation by employers who
19 have the responsibility to follow the laws and who may seek to take advantage of superior economic
20 and bargaining power in setting onerous terms and conditions of employment. The nature of this
21 action and the format of laws available to Plaintiff and members of the Classes make the class
22 action format a particularly efficient and appropriate procedure to redress the violations alleged
23 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
24 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
25 resources of each individual plaintiff with their vastly superior financial and legal resources.

26 16. Moreover, requiring each member of the Class(es) to pursue an individual remedy
27 would also discourage the assertion of lawful claims by employees who would be disinclined to file
28 an action against their former and/or current employer for real and justifiable fear of retaliation and

1 permanent damages to their careers at subsequent employment. The claims of the individual
2 members of the Class are not sufficiently large to warrant vigorous individual prosecution
3 considering all of the concomitant costs and expenses attending hereto.
4 Furthermore, the prosecution of separate actions by the individual class members, even if possible,
5 would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to
6 the individual class members against Defendants herein; and which would establish potentially
7 incompatible standards of conduct for Defendants; and/or legal determinations with respect to
8 individual class members which would, as a practical matter, be dispositive of the interest of the
9 other class members not parties to adjudications or which would substantially impair or impede the
10 ability of the class members to protect their interests. As such, the Classes identified hereinabove
11 are maintainable as classes under § 382 of the Code of Civil Procedure.

12 **FIRST CAUSE OF ACTION**

13 **MINIMUM WAGE VIOLATIONS**

14 **(Against All Defendants)**

15 17. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 18. Labor Code §§ 1182.12, 1197, and Wage Order 4, § 4 establish the right of
18 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
19 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
20 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
21 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
22 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
23 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
24 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
25 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
26 Wage Order 4.

27 19. Labor Code § 1198 makes unlawful the employment of an employee under
28 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an

1 employer who has failed to pay its employees the legal minimum wage is liable to pay those
2 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
3 equal to the wages due and interest thereon.

4 20. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
5 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
6 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
7 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
8 3289.

9 **SECOND CAUSE OF ACTION**
10 **OVERTIME WAGE VIOLATIONS**
11 **(Against All Defendants)**

12 21. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
13 fully set forth herein.

14 22. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
15 Wage Order 4, § 3, which provide that non-exempt employees are entitled to all overtime wages
16 and compensation for all overtime hours worked and provide a private right of action for the failure
17 to pay all overtime compensation for overtime work performed.

18 23. At all times relevant herein, Defendants were required to properly compensate non-
19 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
20 worked pursuant to Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer
21 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
22 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
23 Class to work overtime hours but failed to credit these employees with all overtime hours actually
24 worked.

25 24. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
26 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
27 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
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1 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
2 3287 and 3289.

3 **THIRD CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(Against All Defendants)**

6 25. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
7 fully set forth herein.

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
9 in their affirmative obligation to provide all of their non-exempt employees in California, including
10 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
11 accordance with the mandates of the Labor Code and Wage Order 4, § 11.

12 27. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
13 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
14 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

15 28. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
16 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
17 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
18 §§ 226.7, 512, 558, Wage Order 4, and Civil Code §§ 3287 and 3289.

19 **FOURTH CAUSE OF ACTION**

20 **REST PERIOD VIOLATIONS**

21 **(Against All Defendants)**

22 29. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
23 fully set forth herein.

24 30. Labor Code §§ 226.7, 516, 558, and Wage Order 4, § 12 and establish the right of
25 employees to be provided with a rest period of at least 10 minutes for each four-hour period
26 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
27 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
28 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals

1 an additional hour of pay at their respective regular rate for the rest periods that they failed to
2 authorize and permit them to take, as required by Labor Code § 226.7.

3 31. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
4 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
5 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
6 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 4, and Civil Code §§
7 3287 and 3289.

8 **FIFTH CAUSE OF ACTION**
9 **WAGE STATEMENT PENALTIES**
10 **(Against All Defendants)**

11 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
12 fully set forth herein.

13 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
15 and members of the Wage Statement Class with accurate and complete, itemized wage statements
16 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
17 and corresponding number of hours worked, total net wages earned, and/or the correct name and
18 address of the legal entity that is the employer in violation of Labor Code § 226.

19 34. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
20 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
21 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
22 premium wages owed and deprived them of the information necessary to identify the discrepancies
23 in Defendants' reported payroll data.

24 35. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
25 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
26 attorneys' fees, and costs of suit according to California Labor Code § 226.

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SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Against All Defendants)

36. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

37. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including unpaid minimum and overtime wages as well as unpaid meal and rest period and reporting time premium wages.

39. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202.

40. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

41. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY REPORTING TIME PREMIUMS**

3 **(Against All Defendants)**

4 42. Plaintiffs re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 43. At all relevant times herein, Defendants were subject to Wage Order 4, which
7 provides in Section 5: “(A) Each workday an employee is required to report for work and does
8 report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s
9 work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less
10 than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall
11 not be less than the minimum wage.” *See also Ward v. Tilly’s Inc.* (2019) 31 Cal.App.5th 1167,
12 1170.

13 44. Defendants employed a similar on-call scheduling scheme and failed to pay Plaintiffs
14 reporting time pay. Defendants therefore violated Labor Code § 1198 and Wage Order 4, § 5.

15 45. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the
16 Reporting Time Class seek recovery of reporting time premiums, including interest thereon,
17 reasonable attorneys’ fees, and costs of suit.

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

20 **(Against All Defendants)**

21 46. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
22 fully set forth herein.

23 47. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
24 states that “an employer shall indemnify his or her employees for all necessary expenditures or
25 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
26 or obedience to the directions of the employer.”

27 48. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
28 members of the Expense Reimbursement Class all necessary business expenses they incurred in the

1 performance of their job duties.

2 49. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
3 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
4 attorneys' fees, and costs of suit pursuant to Labor Code § 2802.

5 **NINTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(Against All Defendants)**

8 50. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
9 fully set forth herein.

10 51. Defendants have engaged and continue to engage in unfair and/or unlawful business
11 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 12 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
13 wages due;
- 14 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 15 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
16 periods to which they are entitled, and failing to pay them all meal period premium
17 wages due;
- 18 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
19 periods to which they are entitled, and failing to pay them all rest period premium
20 wages due;
- 21 e. failing to issue accurate and itemized wage statements to Plaintiff and members of
22 the Wage Statement Class;
- 23 f. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
24 Penalty Class; and
- 25 g. failing to pay Plaintiff and members of the Reporting Time Class all reporting time
26 premium wages due;
- 27 h. failing to reimburse all necessary business expenses to Plaintiff and members of the
28 Expense Reimbursement Class.

1 i. requiring Aggrieved Employees to sign unlawful non-compete agreements in
2 violation of Labor Code §§ 432.5 and 16600, *et seq.*

3 52. Defendants' utilization of these unfair and/or unlawful business practices deprived
4 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
5 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
6 Defendants' competitors who have been and/or are currently employing workers and attempting to
7 do so in honest compliance with applicable wage and hour laws.

8 53. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
9 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
10 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
11 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

12 54. The acts complained of herein occurred within the last four years immediately
13 preceding the filing of the Complaint in this action.

14 **TENTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(Against All Defendants)**

17 55. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
18 fully set forth herein.

19 56. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698, *et*
20 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, "Aggrieved
21 Employees"), brings this representative action against Defendants to recover the civil penalties due
22 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
23 to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
24 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
25 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
26 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each
27 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each
28 initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per

1 employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent
2 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100 for each
3 initial violation and \$200 for each subsequent violation per employee per pay period for those
4 violations of the Labor Code for which no civil penalty is specifically provided, based on the
5 following Labor Code violations:

- 6 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
7 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 8 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
9 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 10 c. Failing to provide all legally required meal periods, and failure to pay meal period
11 premium wages, to Aggrieved Employees at the regular rate of compensation in
12 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 13 d. Failing to authorize and permit all legally required rest periods, and failure to pay
14 rest period premium wages, to Aggrieved Employees at the regular rate of
15 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 16 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
17 statements in violation of Labor Code § 226;
- 18 f. Failing to timely pay all final wages and compensation earned by Aggrieved
19 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 20 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
21 violation of Labor Code § 2802;
- 22 h. Failing to pay Aggrieved Employees all legally required reporting time premiums
23 pursuant to Labor Code § 1198 and Wage Order 4, § 5;
- 24 i. Failing to pay Aggrieved Employees all earned wages at least twice during each
25 calendar month in violation of Labor Code § 204;
- 26 j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
27 of Labor Code §§ 1174 and 1198.

1 k. Requiring Aggrieved Employees to sign unlawful non-compete agreements in
2 violation of Labor Code §§ 432.5 and 16600 *et seq.*

3 57. On or about July 27, 2023, Plaintiff notified Defendants via certified mail, and
4 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
5 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
6 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
7 preceding paragraph. Now that sixty-five (65) days have passed from Plaintiff notifying Defendants
8 and the LWDA of these violations, and the LWDA has not provided notice that it intends to
9 investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim
10 under the Private Attorneys General Act with respect to these violations.

11 58. Plaintiff has incurred attorneys’ fees and costs, which he is entitled to receive under
12 California Labor Code § 2699(g).

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
15 this suit is brought against Defendants, as follows:

- 16 1. For an order certifying the proposed Classes;
- 17 2. For an order appointing Plaintiff as representative of the Classes;
- 18 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 19 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
20 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
21 1197;
- 22 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
23 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 24 6. Upon the Third Cause of Action, for meal period premium wages according to proof
25 pursuant to Labor Code §§ 226.7, 512, and 558;
- 26 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
27 pursuant to Labor Code §§ 226.7, 516, and 558;

28

- 1 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
2 226;
- 3 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
4 203;
- 5 10. Upon the Seventh Cause of Action, for reporting time premiums according to proof
6 pursuant to Labor Code § 1198 and Wage Order 4, § 5;
- 7 11. Upon the Eighth Cause of Action, for unreimbursed business expenses according to
8 proof pursuant to Labor Code § 2802;
- 9 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
11 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
12 *seq.*;
- 13 13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
14 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
15 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
16 pay each employee and \$200 for each subsequent violation or willful or intentional violation
17 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
18 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
19 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
20 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay
21 period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant
22 to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation
23 and \$200 for each subsequent violation per employee per pay period for those violations of the
24 Labor Code for which no civil penalty is specifically provided;
- 25 14. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
26 and Civil Code §§ 3287 and 3289;
- 27 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
28 218.5, 226, 1194, and 2699(g); and Code of Civil Procedure § 1021.5; and

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

2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands a trial by jury on all claims.

4
5 DATED: March 29, 2024

JUSTICE FOR WORKERS, P.C.

6
7 By: 

8 William C. Sung

9 Tiffany L. Luu

10 Attorneys for Plaintiff CHRISTIAN DEREFIELD

PROOF OF SERVICE
CHRISTIAN DEREFIELD v. OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,
A MEDICAL CORPORATION
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 3600 Wilshire Blvd., Suite 1815, Los Angeles, CA 90010.

On March 29, 2024 I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above to:

Jared L Palmer, Esq.
Jared.palmer@ogletree.com
Carolyn B. Hall, Esq.
Carolyn.hall@ogletree.com
Ethan Lai, Esq.
Ethan.lai@ogletree.com
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
One Embarcadero Center
Suite 900
San Francisco, CA 94111

Attorneys for Occupational Health Centers of
California, A Medical Corporation

☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on March 29, 2024 at Los Angeles, California.



Jessica Le