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FILED
Superior Court of California
County of Los Angeles

01/24/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Molinar Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JERRI JEANNETTE WINKEY, an individual, on
behalf of himself and all members of the putative
class,

Plaintiff,

v.

PEOPLE'S CARE HOLDINGS, INC, a California
Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 19STCV37183

CLASS ACTION

FIRST AMENDED COMPLAINT

- (1) Violation of California Labor Code § 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code § 226.7 (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 § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business & Professions Code §§ 17200, et seq.; and
- (9) Violation of California Labor Code §§ 2698, et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff JERRI JEANNETTE WINKEY (“Plaintiff”) on behalf of herself, all other members of
2 the general public similarly situated, files this Complaint against Defendants PEOPLE’S CARE
3 HOLDINGS, INC.; PEOPLE’S CARE, LLC; PEOPLE’S CARE NORTHERN CALIFORNIA,
4 LLC; PEOPLE’S CARE LOS ANGELES, LLC; PEOPLE’S CARE CENTRAL VALLEY,
5 LLC; PEOPLE’S CARE RIVERSIDE, LLC; PEOPLE’S CARE SAN DIEGO, LLC;
6 PEOPLE’S CARE AUTISM SERVICES, LLC; PEOPLE’S CARE BLISS, LLC; PEOPLE’S
7 CARE DEVELOPMENTAL SERVICES, LLC; PEOPLE’S CARE HEALTHCARE
8 SYSTEMS, LLC; PEOPLE’S CARE HOLDINGS, LLC; PEOPLE’S CARE HOME
9 HEALTH, INC.; PEOPLE’S CARE HOSPICE, INC.; INLAND RESIDENTIAL SERVICES,
10 LLC; BARTLETT HOLDINGS, LLC; LANTERMAN DEVELOPMENT SERVICES, LLC;
11 PEOPLE’S CARE CENTRAL VALLEY, LLC; PEOPLE’S CARE, INC.; PERSON
12 CENTERED BEHAVIORAL HEALTH, LLC; and DOES 1 through 100, inclusive (“Defendants”).
13 Plaintiff’s allegations are based upon information and belief and upon investigation of Plaintiff’s
14 counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff’s
15 personal knowledge.

16 **JURISDICTION AND VENUE**

17 1. This class action is brought pursuant to California Code of Civil Procedure section 382.
18 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
19 Superior Court and will be established according to proof at trial. The amount in controversy for each
20 class representative or putative class member, including claims for compensatory damages, interest,
21 penalties, and attorneys’ fees, is less than \$75,000.

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

26 3. This Court has jurisdiction over all Defendants because each defendant is either a citizen
27 of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of
28 the California market so as to render the exercise of jurisdiction over it by the California courts

1 consistent with traditional notions of fair play and substantial justice.

2 4. Venue is proper in this Court because, upon information and belief, the named
3 Defendants reside, transact business, or have offices in this county and the acts and omissions alleged
4 herein took place in this county.

5 **PARTIES**

6 5. Plaintiff JERRI WINKEY (“Plaintiff”) is a citizen of the State of California.

7 6. Defendant PEOPLE’S CARE HOLDINGS, INC. (“PEOPLE’S CARE”) is a corporation
8 organized and existing under the laws of the State of California, and transacts business throughout the
9 State of California, including the County of Los Angeles. At all relevant times, PEOPLE’S CARE was
10 the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

11 7. Defendant PEOPLE’S CARE, LLC is a limited liability company organized and
12 existing under the laws of the State of California, and transacts business throughout the State of
13 California, including the County of Los Angeles.

14 8. Defendant PEOPLE’S CARE NORTHERN CALIFORNIA, LLC is a limited
15 liability company organized and existing under the laws of the State of California, and transacts business
16 throughout the State of California, including the County of Los Angeles.

17 9. Defendant PEOPLE’S CARE LOS ANGELES, LLC is a limited liability company
18 organized and existing under the laws of the State of California, and transacts business throughout the
19 State of California, including the County of Los Angeles.

20 10. Defendant PEOPLE’S CARE CENTRAL VALLEY, LLC is a limited liability
21 company organized and existing under the laws of the State of California, and transacts business
22 throughout the State of California, including the County of Los Angeles.

23 11. Defendant PEOPLE’S CARE RIVERSIDE, LLC is a limited liability company
24 organized and existing under the laws of the State of California, and transacts business throughout the
25 State of California, including the County of Los Angeles.

26 12. Defendant PEOPLE’S CARE SAN DIEGO, LLC is a limited liability company
27 organized and existing under the laws of the State of California, and transacts business throughout the
28 State of California, including the County of Los Angeles.

1 13. Defendant PEOPLE’S CARE AUTISM SERVICES, LLC is a limited liability
2 company organized and existing under the laws of the State of California, and transacts business
3 throughout the State of California, including the County of Los Angeles.

4 14. Defendant PEOPLE’S CARE BLISS, LLC is a limited liability company organized
5 and existing under the laws of the State of California, and transacts business throughout the State of
6 California, including the County of Los Angeles.

7 15. Defendant PEOPLE’S CARE DEVELOPMENTAL SERVICES, LLC is a limited
8 liability company organized and existing under the laws of the State of California, and transacts business
9 throughout the State of California, including the County of Los Angeles.

10 16. Defendant PEOPLE’S CARE HEALTHCARE SYSTEMS, LLC is a limited
11 liability company organized and existing under the laws of the State of California, and transacts business
12 throughout the State of California, including the County of Los Angeles.

13 17. Defendant PEOPLE’S CARE HOLDINGS, LLC is a limited liability company
14 organized and existing under the laws of the State of California, and transacts business throughout the
15 State of California, including the County of Los Angeles.

16 18. Defendant PEOPLE’S CARE HOME HEALTH, INC. is a corporation organized and
17 existing under the laws of the State of California, and transacts business throughout the State of
18 California, including the County of Los Angeles.

19 19. Defendant PEOPLE’S CARE HOSPICE, INC. is a corporation organized and existing
20 under the laws of the State of California, and transacts business throughout the State of California,
21 including the County of Los Angeles.

22 20. Defendant INLAND RESIDENTIAL SERVICES, LLC is a limited liability
23 company organized and existing under the laws of the State of California, and transacts business
24 throughout the State of California, including the County of Los Angeles.

25 21. Defendant BARTLETT HOLDINGS, LLC is a limited liability company organized
26 and existing under the laws of the State of California, and transacts business throughout the State of
27 California, including the County of Los Angeles.

28 22. Defendant LANTERMAN DEVELOPMENT SERVICES, LLC is a limited liability

1 company organized and existing under the laws of the State of California, and transacts business
2 throughout the State of California, including the County of Los Angeles.

3 23. Defendant PEOPLE'S CARE CENTRAL VALLEY, LLC is a limited liability
4 company organized and existing under the laws of the State of California, and transacts business
5 throughout the State of California, including the County of Los Angeles.

6 24. Defendant PEOPLE'S CARE, INC. is a corporation organized and existing under the
7 laws of the State of California, and transacts business throughout the State of California, including the
8 County of Los Angeles.

9 25. Defendant PERSON CENTERED BEHAVIORAL HEALTH, LLC is a limited
10 liability company organized and existing under the laws of the State of California, and transacts business
11 throughout the State of California, including the County of Los Angeles.

12 26. At all times herein relevant, Defendants PEOPLE'S CARE HOLDINGS, INC.;
13 PEOPLE'S CARE, LLC; PEOPLE'S CARE NORTHERN CALIFORNIA, LLC; PEOPLE'S
14 CARE LOS ANGELES, LLC; PEOPLE'S CARE CENTRAL VALLEY, LLC; PEOPLE'S
15 CARE RIVERSIDE, LLC; PEOPLE'S CARE SAN DIEGO, LLC; PEOPLE'S CARE
16 AUTISM SERVICES, LLC; PEOPLE'S CARE BLISS, LLC; PEOPLE'S CARE
17 DEVELOPMENTAL SERVICES, LLC; PEOPLE'S CARE HEALTHCARE SYSTEMS,
18 LLC; PEOPLE'S CARE HOLDINGS, LLC; PEOPLE'S CARE HOME HEALTH, INC.;
19 PEOPLE'S CARE HOSPICE, INC.; INLAND RESIDENTIAL SERVICES, LLC;
20 BARTLETT HOLDINGS, LLC; LANTERMAN DEVELOPMENT SERVICES, LLC;
21 PEOPLE'S CARE CENTRAL VALLEY, LLC; PEOPLE'S CARE, INC.; PERSON
22 CENTERED BEHAVIORAL HEALTH, LLC; and DOES 1 through 100, and each of them, were
23 the agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
24 conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course
25 and scope of their authority as such agents, partners, joint venturers, representatives, servants,
26 employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were
27 duly committed with the ratification, knowledge, permission, encouragement, authorization and consent
28 of each defendant designated herein.

27. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues 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 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

28. Defendants PEOPLE’S CARE HOLDINGS, INC.; PEOPLE’S CARE, LLC; PEOPLE’S CARE NORTHERN CALIFORNIA, LLC; PEOPLE’S CARE LOS ANGELES, LLC; PEOPLE’S CARE CENTRAL VALLEY, LLC; PEOPLE’S CARE RIVERSIDE, LLC; PEOPLE’S CARE SAN DIEGO, LLC; PEOPLE’S CARE AUTISM SERVICES, LLC; PEOPLE’S CARE BLISS, LLC; PEOPLE’S CARE DEVELOPMENTAL SERVICES, LLC; PEOPLE’S CARE HEALTHCARE SYSTEMS, LLC; PEOPLE’S CARE HOLDINGS, LLC; PEOPLE’S CARE HOME HEALTH, INC.; PEOPLE’S CARE HOSPICE, INC.; INLAND RESIDENTIAL SERVICES, LLC; BARTLETT HOLDINGS, LLC; LANTERMAN DEVELOPMENT SERVICES, LLC; PEOPLE’S CARE CENTRAL VALLEY, LLC; PEOPLE’S CARE, INC.; PERSON CENTERED BEHAVIORAL HEALTH, LLC; and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants” or “PEOPLE’S CARE.”

FACTUAL ALLEGATIONS

29. Defendants employed Plaintiff as a non-exempt or hourly-paid employee.

30. Defendants have the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff and the other class members; and to supervise their daily employment activities.

31. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

32. Plaintiff is informed and believes, and based thereon alleges, that at all times herein relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors, and consultants highly knowledgeable about California wage law, employment and personnel practices.

1 33. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
2 relevant, without any justification, Defendants ignored the employment and personnel policy changes
3 proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly
4 knowledgeable about California wage laws, employment, and personnel practice.

5 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to receive certain wages for all work
7 performed, including for overtime compensation.

8 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that Plaintiff and the other class members were working over eight (8) hours per day
10 and were entitled to receive certain wages for overtime compensation and that they were not receiving
11 wages for overtime compensation.

12 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in
13 a uniform policy and systematic scheme of wage abuse against their hourly paid employees.

14 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
15 provide Plaintiff and the other class members the required rest and meal periods during the relevant time
16 period as required under the Industrial Welfare Commission Wage Orders and/or applicable Labor
17 Codes, thus are entitled to any and all applicable penalties.

18 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that Plaintiff and the other class members were entitled to receive all meal periods or
20 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay
21 when a meal period was missed.

22 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
23 should have known that Plaintiff and the other class members were entitled to receive all rest periods or
24 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay
25 when a rest period was missed.

26 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that Plaintiff and the other class members were entitled to receive all wages owed to
28 them upon discharge or resignation.

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive complete and accurate wage statements in accordance with California law.

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

43. At all material times set forth herein, Defendants regularly and consistently failed to compensate Plaintiff and the other class members for all hours worked.

44. At all material times set forth herein, Defendants failed to fully comply with the relevant provision of the Labor Code and the IWC orders to pay overtime wages to Plaintiff and the other class members.

45. At all material times set forth herein, Defendants failed to fully comply with the relevant provision of the Labor Code and the IWC orders to provide uninterrupted meal and rest periods to Plaintiff and the other class members.

46. At all material times set forth herein, Defendants regularly and consistently failed to provide complete and accurate wage statements to Plaintiff and the other class members.

47. At all material times set forth herein, Defendants regularly and consistently failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

CLASS ACTION ALLEGATIONS

48. 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 Code of Civil Procedure section 382.

49. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees employed by Defendant People's Care Holdings, Inc. within the State of California at any time during the period from October 17, 2015 to February 8, 2024,

1 excluding those employees who have entered into arbitration and class
2 action waiver agreements.

3 50. Plaintiff reserves the right to establish subclasses as appropriate.

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

- 6 a. The class members are so numerous that joinder of all class members is
7 impracticable. The membership of the entire class is unknown to Plaintiff
8 at this time; however, the class is estimated to be ninety-nine (99)
9 individuals or less and the identity of such membership is readily
10 ascertainable by inspection of Defendants' employment records.
- 11 b. Plaintiff's claims are typical of all other class members' as demonstrated
12 herein. Plaintiff will fairly and adequately protect the interests of the other
13 class members with whom they have a well-defined community of interest.
- 14 c. Plaintiff will fairly and adequately protect the interests of each class
15 member, with whom they have a well-defined community of interest and
16 typicality of claims, as demonstrated herein. Plaintiff has no interest that is
17 antagonistic to the other class members. Plaintiff's attorneys, the proposed
18 Class Counsel, are versed in the rules governing class action discovery,
19 certification, settlement, and trial. Plaintiff has incurred, and during the
20 pendency of this action will continue to incur, costs and attorneys' fees,
21 that have been, are, and will be necessarily expended for the prosecution of
22 this action for the substantial benefit of each class member.
- 23 d. A class action is superior to other available methods for the fair and
24 efficient adjudication of this litigation because individual joinder of all
25 class members is impractical.
- 26 e. Certification of this lawsuit as a class action will advance public policy
27 objectives. Employers of this great state violate employment and labor
28 laws every day. Current employees are often afraid to assert their rights

1 out of fear of direct or indirect retaliation. However, class actions provide
2 the class members who are not named in the complaint anonymity that
3 allows for the vindication of their rights.

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

- 7 a. Whether Defendants required Plaintiff and the other class members to work
8 over eight (8) hours per day and failed to pay the legally required overtime
9 compensation to Plaintiff and the other class members;
- 10 b. Whether Plaintiff and the other class members did not receive wages for all
11 time worked;
- 12 c. Whether Defendants deprived Plaintiff and the other class members of
13 meal periods or required Plaintiff and the other class members to work
14 during meal periods without compensation;
- 15 d. Whether Defendants deprived Plaintiff and the other class members of rest
16 periods or required Plaintiff and the other class members to work during
17 rest periods without compensation;
- 18 e. Whether Defendants failed to pay all wages due to Plaintiff and the other
19 class members within the required time upon their discharge or resignation;
- 20 f. Whether Defendants complied with wage reporting as required by the
21 California Labor Code; including, but not limited to, section 226;
- 22 g. Whether Defendants' conduct was willful or reckless;
- 23 h. Whether Defendants engaged in unfair business practices in violation of
24 California Business & Professions Code sections 17200 et seq.;
- 25 i. The appropriate amount of damages, restitution, and/or monetary penalties
26 resulting from Defendants' violation of California law; and
- 27 j. Whether Plaintiff and the other class members are entitled to compensatory
28 damages pursuant to the California Labor Code.

1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code section 1198)**

3 **(Against Defendants and DOES 1 through 100)**

4 53. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 52
5 and each and every part thereof with the same force and effect as though fully set forth herein.

6 54. Pursuant to California Labor Code section 1198 and the applicable IWC Wage Order, it
7 is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
8 two-times that person's regular rate of pay, depending on the number of hours worked by the person on
9 a daily or weekly basis.

10 55. Pursuant to California Labor Code section 1198, the maximum hours of work and the
11 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
12 standard conditions of labor for employees. The employment of any employee for longer hours than
13 those fixed by the order or under conditions of labor prohibited by the order is unlawful.

14 56. Pursuant to the applicable IWC Wage Order, Plaintiff and the other class members are
15 not to be employed more than eight (8) hours in any one workday or more than six (6) days in any
16 workweek unless they receives one and one-half (1 1/2) times such employee's regular rate of pay for all
17 hours worked over eight (8) hours in any workday and for the first eight (8) hours on the seventh (7th)
18 day of work and double the employee's regular rate of pay for all hours worked over eight (8) on the
19 seventh (7th) day of work in the workweek.

20 57. During the relevant time period, Plaintiff and the other class members worked in excess
21 of eight (8) hours in a day and more than six (6) days in a workweek, but did not receive overtime pay.

22 58. During the relevant time period, Defendants intentionally and willfully failed to pay
23 overtime wages owed to Plaintiff and the other class members.

24 59. Defendants' failure to pay Plaintiff and the other class members overtime compensation,
25 as required by California laws, violates the provisions of California Labor Code section 1198, and is
26 therefore unlawful.

27 60. Pursuant to California Labor Code section 1194, subdivision (a), notwithstanding any
28 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the

1 legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
2 balance of the full amount of this minimum wage or overtime compensation, including interest thereon,
3 reasonable attorneys' fees, and costs of suit.

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

6 **SECOND CAUSE OF ACTION**
7 **(Violation of California Labor Code section 226.7)**
8 **(Against Defendants and DOES 1 through 100)**

9 62. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 61,
10 and each and every part thereof with the same force and effect as though fully set forth herein.

11 63. At all relevant times, the IWC Order and California Labor Code section 226.7,
12 subdivision (a) was applicable to Plaintiff's and the other class members' employment by Defendants.

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

16 65. At all relevant times, the applicable IWC Wage Order provides that an employer may not
17 require, cause or permit an employee to work for a work period of more than five (5) hours per day
18 without providing the employee with a meal period of not less than thirty (30) minutes, except that if the
19 total work period per day of the employee is no more than six (6) hours, the meal period may be waived
20 by mutual consent of both the employer and employee.

21 66. During the relevant time period, Plaintiff and the other class members who were
22 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-
23 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
24 without an uninterrupted meal period of not less than thirty (30) minutes.

25 67. During the relevant time period, Plaintiff and the other class members who were
26 scheduled to work for a period of time in excess of six (6) hours were required to work for periods
27 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

28 68. During the relevant time period, Defendants intentionally and willfully required Plaintiff

1 and the other class members to work during meal periods and failed to compensate Plaintiff and the
2 other class members the full meal period premium for work performed during meal periods.

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

5 70. Defendants' conduct violates applicable IWC Wage Order and California Labor Code
6 section 226.7.

7 71. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7
8 subdivision (b), Plaintiff and the other class members are entitled to recover from Defendants one
9 additional hour of pay at the employee's regular rate of compensation for each work day that the meal
10 period was not provided.

11 **THIRD CAUSE OF ACTION**

12 **(Violation of California Labor Code section 226.7)**

13 **(Against Defendants and DOES 1 through 100)**

14 72. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 71,
15 and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

21 75. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
22 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
23 middle of each work period" and that the "rest period time shall be based on the total hours worked daily
24 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total
25 daily work time is less than three and one-half (3 1/2) hours.

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

1 are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum
2 wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

3 86. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members
4 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
5 interest thereon.

6 **FIFTH CAUSE OF ACTION**

7 **(Violation of California Labor Code sections 201 and 202)**

8 **(Against Defendants and DOES 1 through 100)**

9 87. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 86,
10 and each and every part thereof with the same force and effect as though fully set forth herein.

11 88. Pursuant to California Labor Code sections 201 and 202, if an employer discharges an
12 employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if
13 an employee quits his or her employment, his or her wages shall become due and payable not later than
14 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or
15 her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

16 89. During the relevant time period, Defendants intentionally and willfully failed to pay
17 Plaintiff and the other class members their wages, earned and unpaid, within seventy-two (72) hours of
18 Plaintiff and the other class members leaving Defendants' employ.

19 90. Defendants' failure to pay Plaintiff and the other class members their wages, earned and
20 unpaid, within seventy-two (72) hours of them leaving Defendants' employ, is in violation of California
21 Labor Code sections 201 and 202.

22 91. Pursuant to California Labor Code section 203, if an employer willfully fails to pay,
23 without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee
24 who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date
25 thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for
26 more than thirty (30) days.

27 92. Plaintiff and the other class members are entitled to recover the statutory penalty for each
28 day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to

1 California Labor Code section 203.

2 **SIXTH CAUSE OF ACTION**

3 **(Violation of California Labor Code section 226, subdivision (a))**

4 **(Against Defendants and DOES 1 through 100)**

5 93. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 92,
6 and each and every part thereof with the same force and effect as though fully set forth herein.

7 94. Pursuant to California Labor Code section 226, subdivision (a), every employer shall
8 furnish each of his or her employees an accurate itemized statement in writing showing: (1) gross wages
9 earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any
10 applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all
11 deductions made on written orders of the employee may be aggregated and shown as one item; (5) net
12 wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the
13 employee and his or her social security number; (8) the name and address of the legal entity that is the
14 employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate by the employee. The deductions made from payments of
16 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
17 year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for
18 at least three years at the place of employment or at a central location within the State of California.

19 95. Defendants intentionally and willfully failed to provide Plaintiff and the other class
20 members with complete and accurate wage statements. The deficiencies included one or more of the
21 following: the failure to include the correct total number of hours worked by Plaintiff and the other class
22 members and the failure to include the correct hourly rate.

23 96. As a result of Defendants' violation of California Labor Code section 226, subdivision
24 (a), Plaintiff and the other class members experienced actual injury because it: (1) resulted in the non-
25 payment of wages; (2) deprived Plaintiff and the other class members of the information necessary to
26 identify discrepancies in Defendant's reported data; (3) created confusion over whether they received all
27 wages owed to them; (4) created difficulty and expense involved in reconstructing pay records; and (5)
28 forced Plaintiff and the other class member to make mathematical computations to analyze whether the

1 wages paid in fact properly compensated them.

2 **SEVENTH CAUSE OF ACTION**

3 **(Violation of California Labor Code sections 2800 and 2802)**

4 **(Against Defendants and DOES 1 through 100)**

5 97. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
6 7796 and each and every part thereof with the same force and effect as though fully set forth herein.
7 Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee
8 for all necessary expenditures incurred by the employee in direct consequence of the discharge of his
9 or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her
10 obedience to the directions of the employer.

11 98. Plaintiff and the other class members incurred necessary business-related expenses and
12 costs that were not fully reimbursed by Defendants, including but not limited to, costs for gas mileage.

13 99. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other
14 class members for necessary business-related expenses and costs.

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

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of California Business & Professions Code sections 17200 et seq.)**

21 **(Against Defendants and DOES 1 through 100)**

22 101. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 100,
23 and each and every part thereof with the same force and effect as though fully set forth herein.

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

28 103. Defendants' activities as alleged herein are violations of California law, and constitute

unlawful business acts and practices in violation of California Business & Professions Code sections 17200, et seq.

104. A violation of California Business & Professions Code sections 17200, et seq. may be predicated on the violation of any state or federal law.

Failure to Pay Overtime

105. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failing to Provide Meal Periods

106. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Provide Rest Periods

107. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Pay Minimum Wages

108. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Timely Pay Wages Upon Termination

109. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Timely Pay Wages During Employment

110. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and

1 the 26th day of the month during which the labor was performed.

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

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

9 113. During the relevant time period, Defendants intentionally and willfully failed to pay
10 Plaintiff and the other class members all wages due to them, within any time period permissible under
11 California Labor Code section 204.

12 114. Plaintiff and the other class members are entitled to recover all remedies available for
13 violations of California Labor Code section 204.

14 115. Defendants' failure to timely pay wages during employment in violation of California
15 Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by
16 California Business & Professions Code sections 17200, et seq.

17 **Failure to Provide Compliant Wage Statements**

18 116. Defendants' failure to provide compliant wage statements in violation of California
19 Labor Code section 226, subdivision (a), as alleged above, constitutes unlawful and/or unfair activity
20 prohibited by California Business & Professions Code sections 17200, et seq.

21 **Failure to Keep Complete and Accurate Payroll Records**

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

28 118. Defendants have intentionally and willfully failed to keep accurate and complete payroll

1 records showing the hours worked daily and the wages paid to Plaintiff and the other class members.

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

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

9 121. Defendants' failure to keep complete and accurate payroll records in violation of
10 California Labor Code section 1174, subdivision (d), as alleged above, constitutes unlawful and/or
11 unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

12 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

13 122. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for all
14 necessary business-related expenses and costs under Labor Code sections 2800 and 2802, as alleged
15 above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code
16 sections 17200, et seq.

17 **NINTH CAUSE OF ACTION**

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

19 **(Against Defendants and DOES 1 through 100)**

20 123. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 122,
21 and each and every part thereof with the same force and effect as though fully set forth herein.

22 124. At all times herein set forth, the Private Attorney General Act of 2004 ("PAGA") was
23 applicable to Plaintiff's employment by Defendants.

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

1 126. At all times herein set forth, PAGA provides that any provision of law under the
2 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for
3 violations of the California Labor Code may, as an alternative, be recovered through a civil action
4 brought by an aggrieved employee on behalf of himself and other current or former employees
5 pursuant to procedures outlined in California Labor Code section 2699.3.

6 127. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
7 employee,” who is any person that was employed by the alleged violator and against whom one or
8 more of the alleged violations was committed.

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

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

16 130. Plaintiff was employed by Defendants and the alleged violations were committed
17 against him during his time of employment and he is therefore, an aggrieved employee. Plaintiff is an
18 “aggrieved employee” as defined by California Labor Code section 2699, subdivision (c).

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

- 22 a. The aggrieved employee shall give written notice by certified mail (hereinafter
23 “Employee’s Notice”) to the LWDA and the employer of the specific provisions
24 of the California Labor Code alleged to have been violated, including the facts
25 and theories to support the alleged violations.
- 26 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
27 and the aggrieved employee by certified mail that it does not intend to investigate
28 the alleged violation within sixty (60) calendar days of the postmark date of the

Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

132. On January 19, 2024, Plaintiff provided written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the notice is attached hereto as Exhibit "A." Plaintiff has not received any response from the LWDA.

133. Plaintiff satisfied the administrative prerequisites under California Labor Code section 2699.3, subdivision (a), to recover civil penalties against Defendants in addition to other remedies, for the following violations.

Failure to Pay Overtime

134. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code section 1198, as alleged above, constitutes a violation of California Labor Code section 2699.3, et seq.

Failing to Provide Meal Periods

135. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes a violation of California Labor Code section 2699.3, et seq.

Failing to Provide Rest Periods

136. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes a violation of California Labor Code section 2699.3, et seq.

Failing to Provide Minimum Wages

137. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes a violation of California Labor Code section 2699.3, et seq.

1 **Failing to Timely Pay Wages Upon Termination**

2 138. Defendants' failure to timely pay wages upon termination in violation of California
3 Labor Code sections 201 and 202, as alleged above, constitutes a violation of California Labor Code
4 section 2699.3, et seq.

5 **Failing to Timely Pay Wages During Employment**

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

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

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

17 142. During the relevant time period, Defendants intentionally and willfully failed to pay
18 Plaintiff and the other class members all wages due to them, within any time period permissible under
19 California Labor Code section 204.

20 143. Plaintiff and the other class members are entitled to recover all remedies available for
21 violations of California Labor Code section 204.

22 144. Defendants' failure to timely pay wages during employment in violation of California
23 Labor Code section 204, as alleged above, constitutes a violation of California Labor Code section
24 2699.3, et seq.

25 **Failing to Provide Compliant Wage Statements**

26 145. Defendants' failure to provide compliant wage statements in violation of California Labor
27 Code section 226, subdivision (a), as alleged above, constitutes a violation of California Labor Code
28 section 2699.3, et seq.

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Failing to Keep Complete and Accurate Payroll Records

146. Pursuant to California Labor Code section 1174, subdivision (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.

147. 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.

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

149. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174, subdivision (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, subdivision (d).

150. Defendants' failure to keep complete and accurate payroll records in violation of California Labor Code section 1174, subdivision (d), as alleged above, constitutes a violation of California Labor Code section 2699.3, et seq.

Failing to Reimburse Necessary Business-Related Expenses and Costs

151. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for all necessary business-related expenses and costs under Labor Code sections 2800 and 2802, as alleged above, constitutes a violation of California Labor Code section 2699.3, et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, jointly and severally, prays for relief as follows:

Class Certification

1. That this action be certified as a class action;

2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel, immediately upon its appointment, the names and most current contact information (address and telephone numbers) of all class members.

As to the First Cause of Action

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

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

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

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

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

As to the Second Cause of Action

10. 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 meal periods (including second meal periods) to Plaintiff and the other class members;

11. 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 meal period was not provided;

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

13. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);

14. For pre-judgment interest on any unpaid wages from the date such amounts 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 Defendant 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, subdivision (b);

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

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

23. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

24. 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;

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

26. 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;

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

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

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

30. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

31. 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 the other class members no longer employed by Defendants;

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

33. For statutory wage penalties pursuant to California Labor Code section 203 for the other

1 class members who have left Defendants' employ;

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

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

5 36. For such other and further relief as the court may deem just and proper.

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

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

11 38. For actual, consequential and incidental losses and damages, according to proof;

12 39. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

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

14 41. For such other and further relief as the court may deem just and proper.

15 **As to the Seventh Cause of Action**

16 42. That the court declare, adjudge, and decree that Defendants violated California Labor
17 Code sections 2800 and 2802 and applicable IWC Wage Orders by willfully failing to reimburse all
18 necessary business expenditures to Plaintiff and the other class members;

19 43. For reimbursement of all actual, consequential and incidental losses and damages,
20 according to proof, plus interest, penalties, costs, and reasonable attorneys' fees pursuant to California
21 Labor Code section 2802, subdivision (c);

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

23 45. For such other and further relief as the court may deem just and proper.

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

25 46. That the court decree, adjudge and decree that Defendants violated California Business
26 and Professions Code sections 17200, et seq.

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

48. 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.;

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

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

51. For such other and further relief as the court may deem just and proper.

As to the Ninth Cause of Action

52. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, unpaid wages and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties 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 11070 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

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code 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; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

1 53. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties
2 recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the
3 Labor and Workforce Development Agency for the enforcement of labor laws and education of
4 employers and employees about their rights and responsibilities and twenty-five percent (25%) to the
5 aggrieved employees; and

6 54. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
7 pursuant to California Labor Code sections 2699, 218.5, and 210 and any other applicable statute.
8

9 Date: January 19, 2024

PARRIS LAW FIRM

By: _____

Kitty K. Szeto
Ryan A. Crist

Attorneys for Plaintiff

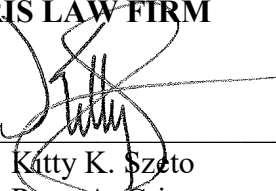
1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually and on behalf of other members of the general public similarly situated,
3 hereby demands a trial by a jury.

4
5 Date: January 19, 2024

PARRIS LAW FIRM

6
7 By: _____

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9 Kitty K. Szeto
10 Ryan A. Crist
11 Attorneys for Plaintiff
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January 19, 2024

VIA ONLINE & BY CERTIFIED MAIL

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

Re: *Winkey v. People's Care Holdings, Inc.*
Los Angeles Superior Court, Case No. 19STCV37183

Dear Representative:

The Parris Law Firm represents Plaintiff Jerri Jeannette Winkey in the above-entitled certified wage-and-hour class action lawsuit ("Action") against Defendant People's Care Holdings, Inc. for violations of the California Labor Code. Ms. Winkey intends to file a First Amended Complaint in the Action to seek penalties on behalf of the State of California and all current and former hourly-paid or nonexempt employees employed by Defendant People's Care Holdings, Inc. within the State of California at any time from March 9, 2022 through February 8, 2024 ("Aggrieved Employees") under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") based on the factual and legal allegations alleged in this letter. This letter is sent in compliance with the requirements of California Labor Code section 2699.3.

People's Care Holdings, Inc. is a holding company organized, incorporated, and existing under the laws of the State of California and conducts business throughout the State of California. Its principal place of business is located at 13920 City Center Drive, Suite 290, Chino Hills, California 91709. People's Care Holdings, Inc. is represented in the Action by Alexandra Asterlin, Esq. of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. A copy of this letter was mailed to Ms. Asterlin by certified mail in satisfaction of the requirement under California Labor Code section 2699.3(a)(1)(A).

People's Care Holdings, Inc. is a support provider for individuals with intellectual disabilities. People's Care Holdings, Inc. operates approximately 80 residential homes in California through the following entities: People's Care Holdings, Inc.; People's Care, LLC; People's Care Northern California, LLC; People's Care Los Angeles, LLC; People's Care Central Valley, LLC; People's Care Riverside, LLC; People's Care San Diego, LLC; People's Care Autism Services, LLC; People's Care Bliss, LLC; People's Care Developmental Services, LLC; People's Care Healthcare Systems, LLC; People's Care Holdings, LLC; People's Care Home Health, Inc.; People's Care Hospice, Inc.; Inland Residential Services, LLC; Bartlett Holdings, LLC; Lanterman Development Services, LLC; People's Care Central Valley, LLC; People's Care, Inc.; and Person Centered Behavioral Health, LLC (collectively "People's Care").

PERSONAL INJURY | ENVIRONMENTAL | EMPLOYMENT

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Patricia K. Oliver | Ryan K. Kahl | Jonathan W. Douglass | Rutger R. Parris | Ryan A. Crist | Lusine V. Coppock
Artur Aziev | Misak Chanchikyan | Daniel P. Park | Evan C. Khoshnou | Curtis J. Crawford
Of Counsel – Bruce L. Schechter | Daniel Eli

People's Care employed Ms. Winkey and hourly-paid or non-exempt employees in California to operate these residential homes. Each home is assigned 12 to 15 hourly employees, with a minimum of 2 to 4 hourly employees at any given time. People's Care refers to the hourly employees as Direct Service Providers, or "DSPs." People's Care also provides a Day Program where the residents are picked up to do activities during the day, then returned home. These Day Program employees, or Instructors, perform the same job duties as the DSPs, even while not in the home. All hourly employees had the same essential job duties, i.e., to watch over the residents and provide immediate care at all times. Their primary function is to "provide individualized attention" to the residents and their needs. Specifically, every employee has "to respond to inquiries relating to his or her particular area or to requests from residents or participate within given time frames and within established policy."

People's Care requires its hourly employees to monitor and immediately respond to the needs of its residents at all times, even during meal and rest breaks. People's Care's employee handbooks mandate that "[c]ustomers, clients, and participants are to be treated courteously and given proper attention at all times. Never regard an individual's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, clients, and participants whether in person or by telephone, promptly and professionally Through your conduct, show your desire to assist the individual in obtaining the help he or she needs. If you are unable to help a person, find someone who can." The handbooks further instruct employees that they must "[a]ccept responsibility for the safety of others" during their shifts. It further states, "customers judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being . . . prompt in the attention you give to customers." In turn, People's Care expects the hourly employees to be with the residents and watch them at all times. Even if the employees try to eat food or take a break, they still have to attend to the residents.

People's Care requires employees to provide constant and immediate attention at all times. For example, employees are required to respond when clients would harm themselves or other clients, misbehave, need to use the restroom, change clothes, want more food, and much more. Even when the residents were resting or sleeping, People's Care required the hourly employees to monitor them in case they woke up. They even had to make sure they could respond while quickly using the restroom.

Ultimately, People's Care considers "neglect of the individuals we support" grounds for termination and "Gross Misconduct." Employees can be disciplined and even fired for not attending to the residents and that People's Care has a "zero tolerance policy". Accordingly, the employees understand they'll be written up or fired if anything happens to the residents during their shifts, even during meal and rest breaks.

People's Care requires all employees to waive their first meal break, second meal break, and sign an on-duty meal period agreement, all at the same time. On day one, People's Care forces all of its employees to sign a meal break waiver and an on-duty meal period agreement. These agreements

PERSONAL INJURY | ENVIRONMENTAL | EMPLOYMENT

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are presented simultaneously to the employees during orientation, confirming that People's Care will not be providing breaks. The mandatory waiver fails to inform the hourly employees that the law forbids People's Care from making them waive their first meal break if they work over six hours a day. Instead, People's Care forced all employees to fully waive their first and second meal break at the same time, regardless of shift duration. People's Care also required every hourly employee to sign unlawful on-duty meal period agreements which were just additional waivers in disguise. The agreements fail to tell the employees they're entitled to an actual "on-duty" meal with lesser duties or that such an on-duty meal break has to be at least 30 minutes in duration. Rather, it forces the class members to once again fully "waive" any kind of meal break. People's Care also forced the class members to agree that "the nature of these job duties prevents me from being relieved of all duties because of the following objective criteria," but does not actually provide the criteria. People's Care's PMQ had no clue what they were.

People's Care does not provide, schedule, or track any kind of 30-minute meal break, even if it considers them "on-duty." People's Care admitted it does not track or record meal breaks for the hourly employees, even if they are "on-duty." In fact, People's Care also does not schedule any kind of 30-minute meal break at all. Similarly, the hourly employees confirmed People's Care never told them they were entitled to a different kind of meal break with lesser duties where they could eat their lunch in peace. Even when the hourly employees don't get their meal or rest breaks, People's Care doesn't tell them they can take another break. Moreover, People's Care has not paid a single meal or rest break premium during the entire class period.

Employees have to work off-the-clock to wait for shift relief and complete reports. Because the requirement to attend to the residents is constant, People's Care forbids employees from leaving their shifts until their relief shift arrives, and tells employees they're required to get approval from their supervisors to work overtime, otherwise they're subject to discipline. Likewise, before they're allowed to leave for the day, employees have to fill out paperwork, including daily notes on how the shift went, what medications were administered, and if there were any behavioral issues. This takes a minimum of 15 minutes off-the-clock after their shift ends every day.

People's Care's rounding policy, attendance policy, no-overtime policy, and requirement to remain on-site for the duration of the shift results in off-the-clock work that is rounded away from the employees. Indeed, every single punch after February 2019 is rounded to the nearest 10 minute increment.

Ms. Winkey, like the Aggrieved Employees, was employed by People's Care, and against whom one or more of the following Labor Code violations were committed. Ms. Winkey alleges that People's Care: (1) requires hourly employees to remain attentive and immediately responsive to the residents' needs at all times, even during meal and rest breaks; (2) uses invalid first and second meal period waivers and (3) utilizes unlawful on-duty meal period agreements. Plaintiff also asserts several off-the-clock theories because People's Care requires employees to: (1) work off-the-clock and provide coverage for the incoming shifts and finish reports and (2) clock in several minutes before the start and after the end of their shifts, while rounding this time against them,

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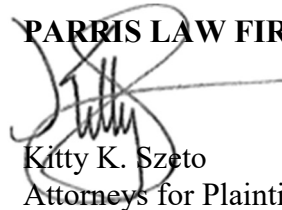
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depriving them of wages. Ms. Winkey also alleges People's Care failed to reimburse for reasonable cell phone usage and mileage. Ms. Winkey also brought derivative claims for failure to provide accurate wage statements, waiting time penalties, and UCL. The Honorable Elihu M. Berle certified all of these claims on October 14, 2022.

Based on the factual allegations alleged above, Ms. Winkey now seeks, on behalf of the State of California and all Aggrieved Employees, PAGA penalties against Defendant People's Care Holdings, Inc.; People's Care, LLC; People's Care Northern California, LLC; People's Care Los Angeles, LLC; People's Care Central Valley, LLC; People's Care Riverside, LLC; People's Care San Diego, LLC; People's Care Autism Services, LLC; People's Care Bliss, LLC; People's Care Developmental Services, LLC; People's Care Healthcare Systems, LLC; People's Care Holdings, LLC; People's Care Home Health, Inc.; People's Care Hospice, Inc.; Inland Residential Services, LLC; Bartlett Holdings, LLC; Lanterman Development Services, LLC; People's Care Central Valley, LLC; People's Care, Inc.; and Person Centered Behavioral Health, LLC (collectively "People's Care") for the following underlying Labor Code claims for the PAGA Period of March 9, 2022 and February 8, 2024: (a) Violation of Labor Code §1198 (unpaid overtime); (b) Violation of Labor Code §226.7 (unpaid meal period premiums); (c) Violation of Labor Code §226.7 (unpaid rest periods); (d) Violation of Labor Code §1194, 1197, and 1197.1 (unpaid minimum wages); (e) Violation of Labor Code §§201, 202 (final wages not timely paid); (f) Violation of Labor Code §226(a) (Non-Compliant Wage Statements); (g) Violation of Labor Code §2802 (unreimbursed business expenses); (h) Violation of California Business & Professions Code § 17200 (unfair business practices); (i) any other claims or penalties under the wage and hour laws pleaded in the Action; (j) claims for civil penalties under PAGA; and (k) all damages, penalties, interest, attorneys' fees and costs, and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the proposed First Amended Complaint, the California Unfair Competition Law, and claims for civil penalties under PAGA.

Thank you for your attention to this matter.

PARRIS LAW FIRM



Kitty K. Szeto

Attorneys for Plaintiff Jerri Jeanette Winkey

cc: People's Care (via U.S. Certified Mail)
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PROOF OF SERVICE
1013A(3) CCP Revised 5/1/88

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 43364 10th Street West, Lancaster, California 93534.

On January 24, 2024, I served the foregoing document described as **FIRST AMENDED COMPLAINT** as follows:

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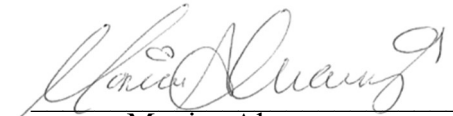
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[X] Said document was electronically transmitted to CASE ANYWHERE at www.caseanywhere.com on the date stated herein to be served on all parties included on the service listed provided to CASE ANYWHERE in accordance with the procedures set forth in the ORDER AUTHORIZING ELECTRONIC SERVICE (CASE ANYWHERE).

Executed on January 24, 2024, at Lancaster, California.

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



Monica Alvarez