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County of Fresno
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

SONIA MOLINA, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

FOUR CORNER HEALTH, LLC., a California
Limited Liability Company; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 24CECG00635

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

- (1) FAILURE TO TIMELY PAY WAGES;
- (2) UNLAWFUL DEDUCTIONS;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) WAGE STATEMENT VIOLATIONS;
- (6) WAITING TIME PENALTIES;
- (7) FAILURE TO REIMBURSE;
NECESSARY BUSINESS EXPENSES;
- (8) UNFAIR COMPETITION; &
- (9) PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT
("PAGA")

DEMAND FOR JURY TRIAL

1 Plaintiff Sonia Molina (“Plaintiff”), on behalf of herself and all other similarly situated non-
2 exempt employees, alleges and complains of Defendant Four Corner Health, LLC. *dba* 4Corner
3 (“Defendant”) and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is a fast-growing home health care company in Fresno, California and
6 surrounding areas.

7 2. Plaintiff brings this class action lawsuit against Defendant for alleged violations of the
8 California Labor Code and Business and Professions Code.

9 3. As set forth below, Plaintiff alleges that Defendant failed to pay all wages in a timely
10 manner in violation of Labor Code § 204. Next, Plaintiff alleges that Defendant’s meal and rest period
11 policies and practices failed to allow and permit non-exempt employees to take all compliant and
12 timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu thereof.
13 Plaintiff further alleges that Defendant failed to provide non-exempt employees with accurate written
14 itemized wage statements in violation of Labor Code § 226(a), failed to reimburse all necessary
15 business expenses incurred, and failed to timely pay all final wages upon separation of employment
16 in violation of Labor Code §§ 201-203. Plaintiff further alleges that Defendant unlawfully withheld
17 amounts from their wages. Plaintiff also bring a claim for civil penalties based on the foregoing Labor
18 Code violations under the Private Attorney General Act (“PAGA”).

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

22 **JURISDICTION AND VENUE**

23 5. Plaintiff, on behalf of herself and all other similarly situated employees hereby bring
24 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
25 203, 204, 210, 221, 224, 226(a), 226(e), 226.3, 226.7, 227.3, 512, 516, 1174, 1174.4, 1199, 2802-
26 2804, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to
27 seeking declaratory relief and restitution pursuant to California Business and Professions Code §
28 17200, *et seq.*

6. This class action is brought pursuant to California Code of Civil Procedure § 382.

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

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, Defendant operates in California within the County of Fresno, and Defendant is within the jurisdiction of this Court for purposes of service of process.

PARTIES

9. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California resident residing in the State of California.

10. Plaintiff is informed and believes and alleges that Defendants are authorized to do business within the County of Fresno and is and/or was the legal employer of Plaintiff and the Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein and has been deprived of the rights guaranteed to her by California Labor Code §§ 201-203, 204, 210, 221, 224, 226(a), 226(e), 226.3, 226.7, 227.3, 512, 516, 1174, 1174.4, 1199, 2802, and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

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

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein and proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

/ / /

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

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

COMMON FACTUAL ALLEGATIONS

15. Defendant is a quick-growing Home Health Care company in Fresno and surrounding areas.

16. Plaintiff has been employed by Defendant as a non-exempt employee with the title of “Care Provider” out of its Fresno, California, location beginning in March 2022 until her separation from employment on January 18, 2024.

17. Plaintiff and other non-exempt employees (including, but not limited to, Registered Nurse, Home Health Aide, Office Manager, Caregiver, Registered Nurse Case Manager, and all other non-exempt positions) were responsible for all aspects of the Defendant's business in California. However, in these roles, Plaintiff and non-exempt employees were often not afforded all protections and rights conferred under the California Labor Code and applicable wage orders.

18. First, at all relevant times, Defendant failed and continues to fail to timely pay all wages to Plaintiff and other non-exempt employees in violation of Labor Code § 204. Plaintiff and other non-exempt employees were and are routinely paid on a “weekly, biweekly, or semimonthly” payroll, but Defendant failed and continues to fail to pay all wages within seven (7) calendar days of

1 the close of the payroll period.

2 19. Labor Code § 204 “pertains to the timing of wage payments” and serves a very
3 important public policy objective. “It has long been recognized that wages are not ordinary debts, . .
4 . and that, because of the economic position of the average worker and, in particular, his dependence
5 on wages for the necessities of life for himself and his family, it is essential to the public welfare that
6 he receive his pay when it is due.” (See also *In re Trombley* (1948) 31 Cal. 2d 801, 810-11 (citing *In*
7 *re Moffett* (1937) 19 Cal.App.2d 7, 19). The penalties for violating Labor Code § 204 are set forth in
8 Labor Code section 210(a) as follows: [E]very person who fails to pay the wages of each employee
9 as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any initial
10 violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent
11 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
12 each employee, plus 25 percent of the amount unlawfully withheld.

13 20. Due to Defendant’s uniform pay policies/practices of failing to pay Plaintiff and the
14 other non-exempt employees timely, violated the provisions of Labor Code § 204 and the applicable
15 Wage Orders. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees
16 are entitled to recover civil penalties pursuant to Labor Code §§ 210(a).

17 21. Next, at all relevant times, Plaintiff and other non-exempt employees were denied
18 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
19 Defendant’s uniform meal period policies/practices, staffing shortages, operational requirements, and
20 work demands, Plaintiff and other non-exempt employees often could not take timely and
21 uninterrupted net 30-minute first meal periods before the end of the fifth hour of work. Further, when
22 Plaintiff and other non-exempt employees worked more than 10.0 hours in a shift, they were not
23 allowed and permitted to take a mandated second meal period before the end of the tenth hour of
24 work in violation of the Labor Code and applicable Wage Orders. Indeed, Plaintiff’s and other non-
25 exempt employees’ meal periods were often interrupted and/or lasted fewer than 30 minutes due to
26 Defendant’s meal period policies/procedures, operational requirements, and work demands.

27 22. In addition, for each missed or non-compliant meal period, Defendant failed and
28 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period

1 premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
2 5th 858 and Labor Code § 226.7.

3 23. Accordingly, due to Defendant’s uniform meal period practices, non-exempt
4 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
5 226.7, 510, 516, and applicable Wage Orders.

6 24. Next, at all relevant times, Plaintiff and other non-exempt employees were not
7 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
8 to Defendant’s uniform rest period policies/practices, staffing shortages, operational requirements,
9 and work demands. As a result, Plaintiff and other non-exempt employees were and are often unable
10 to take a net 10-minute duty-free rest period for every major fraction of four hours worked. This
11 includes a second rest period for shifts in excess of six hours and a third rest period for shifts in excess
12 of 10.0 hours in a workday.

13 25. By not relieving all non-exempt employees of all duties during rest periods, Defendant
14 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
15 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
16 duties and relinquish control over how employees spend their time.”] (Emphasis added). In *Augustus*,
17 the California Supreme Court expressly rejected the employer’s assertion that it could provide an on-
18 duty rest period to employees who worked as security guards and further explained: “that employers
19 [must] relinquish any control over how employees spend their break time and relieve their employees
20 of all duties.” *Id.* at 273. Each time non-exempt employees could not take a compliant rest period,
21 Defendant failed and continues to fail to adequately pay rest period premium payments at the “regular
22 rate of pay” as required by Labor Code § 226.7.

23 26. Accordingly, due to Defendant’s uniform rest period policies/practices, non-exempt
24 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
25 512, and applicable Wage Orders.

26 27. As a result of Defendant’s failure to timely pay wages, unlawful deductions from
27 wages, and Defendant’s failure to pay all meal and rest period premiums at the “regular rate of pay,”
28 Defendant issued wage statements which failed to identify the gross wages earned accurately, the

1 total hours worked, the net wages earned, and the correct corresponding number of hours worked at
2 each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

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

8 29. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
9 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant’s violations of
10 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
11 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
12 226(e).

13 30. Moreover, because Defendant failed to timely pay wages, unlawful deductions from
14 wages, and meal and rest period premiums at the “regular rate of pay,” Defendant also failed and
15 continues to fail to pay Plaintiff and other non-exempt employees all wages owed at their time of
16 separation from employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees
17 would be entitled to recover waiting time penalties under Labor Code §§ 201-203.

18 31. Further, at all relevant times, Defendant unlawfully deducted amounts from Plaintiff’s
19 and other non-exempt employees’ wages in violation of Labor Code §§ 221 and 224 and applicable
20 Wage Orders. Notably, as it pertains to Plaintiff and other non-exempt employees, Defendant was
21 not “required or empowered by state or federal law” to deduct any amounts for “RS employee”,
22 amongst other unlawful deductions.

23 32. Finally, at all relevant times, Defendant required Plaintiff and other non-exempt
24 employees to incur necessary business expenses associated with using their personal cell phones for
25 work-related purposes but did not reimburse non-exempt employees adequately for these necessary
26 expenditures in violation of Labor Code §§ 2802-2804. (*See Cochran v. Schwan’s Home Service,*
27 *Inc.*, (2014) 228 Cal.App.4th 1137, 1144 “[i]f an employee is required to make work-related calls
28 on a personal cell phone, then he or she is incurring an expense for the purposes of section 2802. It

1 does not matter whether the phone bill is paid for by a third person or at all...To show liability under
2 section 2802, an employee need only show that he or she was required to use a personal cell phone
3 to make work-related calls, and he or she was not reimbursed”].) Here, Defendant uniformly failed
4 to reimburse non-exempt employees for a reasonable portion of cell phone bills, and all the necessary
5 costs incurred in discharging their duties. Accordingly, due to Defendant’s uniform failure to
6 adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802
7 and applicable Wage Orders.

8 CLASS ACTION ALLEGATIONS

9 33. Plaintiff brings this action on behalf of herself and the following Classes pursuant to §
10 382 of the Code of Civil Procedure:

11 All current or former non-exempt hourly employees who work or worked
12 for Defendant in California during the four years immediately preceding the
filing of the Complaint through the date of trial. (the “Class”);

13 All current or former non-exempt employees who worked for Defendant in
14 California from whom wages were deducted in the form of local taxes, from
15 four years prior to the filing of this complaint through the date of trial. (“the
Unlawful Deductions Subclass”);

16 All current or former employees who work or worked for Defendant in
17 California during the one year immediately preceding the filing of the
Complaint through the date of trial. (“the Wage Statement Subclass”)

18 All employees who work or worked for Defendant in California and who
19 left their employment during the three years immediately preceding the
20 filing of the Complaint through the date of trial. (“Waiting Time Penalty
Subclass”)

21 (collectively “the Classes”)

22 34. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
23 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
24 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
25 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
26 Defendant’s employment and payroll records.

27 35. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
28 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated

1 non-exempt employees, which predominate over questions affecting only individual members
2 including, without limitation to:

3 1. Whether Defendant failed to pay all timely wages in compliance with Labor Code §
4 204;

5 2. Whether Defendant unlawfully deducted wages from members of the Class in violation
6 of Labor Code §§ 221, 224;

7 3. Whether Defendant provided legally compliant meal and rest periods or proper
8 compensation at the “regular rate of pay” in lieu thereof to members of the Class;

9 4. Whether Defendant furnished legally compliant wage statements to members of the
10 Wage Statement Subclass pursuant to Labor Code § 226(a);

11 5. Whether the timing and amount of payment of final wages to members of the Waiting
12 Time Penalty Subclass at the time of separation from employment were unlawful; and

13 6. Whether Defendant failed to reimburse Class Members for all necessary business
14 expenses in violation of Labor Code §§ 2802-2804.

15 36. **Predominance of Common Questions:** Common questions of law and fact
16 predominate over questions that affect only individual members of the Classes. The common
17 questions of law set forth above are numerous and substantial and stem from Defendant’s policies
18 and/or practices applicable to each individual class member, such as without limitation, Defendant’s
19 failure to timely pay all wages, Defendant’s failure to provide all compliant meal and rest periods or
20 premiums at the “regular rate of pay” in lieu thereof, Defendant’s failure to provide accurate itemized
21 wage statements, Defendant’s failure to pay wages timely, Defendant’s failure to reimburse for all
22 necessary business expenses, and Defendant’s failure to pay for all wages due upon separation of
23 employment. As such, the common questions predominate over individual questions concerning each
24 class member’s showing as to his or her eligibility for recovery or the amount of his or her damages.

25 37. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
26 Plaintiff was employed by Defendant as a non-exempt employee in California during the statute(s)
27 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
28 Plaintiff, like the members of the Classes, was paid untimely, had wages unlawfully deducted, was

1 deprived of meal and rest period premium wages, was subject to Defendant's uniform meal and rest
2 period policies/practices, was not provided accurate itemized wage statements, was not reimbursed
3 for all necessary business expenses, and was not timely paid all wages owed upon separation of
4 employment.

5 38. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
6 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
7 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
8 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
9 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
10 members of the Classes.

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

21 40. Moreover, requiring each member of the Classes to pursue an individual remedy would
22 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
23 against their former and/or current employer for real and justifiable fear of retaliation and permanent
24 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
25 the individual class members, even if possible, would create a substantial risk of inconsistent or
26 varying verdicts or adjudications with respect to the individual class members against Defendant
27 herein and which would establish potentially incompatible standards of conduct for Defendant; and/or
28 legal determinations with respect to individual class members which would, as a practical matter, be

1 dispositive of the interest of the other class members not parties to adjudications or which would
2 substantially impair or impede the ability of the class members to protect their interests. Further, the
3 claims of the individual members of the class are not sufficiently large to warrant vigorous individual
4 prosecution considering all of the concomitant costs and expenses attending thereto. As such, the
5 Classes identified in Paragraph 33 are maintainable as Classes under § 382 of the Code of Civil
6 Procedure.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO TIMELY PAY WAGES**

9 **(AGAINST ALL DEFENDANTS)**

10 41. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

11 42. Labor Code section 204 expressly requires employers who pay employees on a
12 weekly, biweekly, or semimonthly basis to pay all wages “not more than seven calendar days
13 following the close of the payroll period.” Labor Code section 210, subdivision (a), makes employers
14 who violate Labor Code section 204 subject to a penalty of: (1) For any initial violation, one hundred
15 dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any
16 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
17 plus 25 percent of the amount unlawfully withheld.” (Labor Code § 210, subd. (a).)

18 43. As described above, Defendant uniformly failed to timely pay the Class Members
19 within seven calendar days following the close of the weekly payroll in accordance with Labor Code
20 section § 204 on a regular and consistent basis, and therefore, Plaintiff and members of the Class are
21 entitled to penalties pursuant to Labor Code section 210(a).

22 **SECOND CAUSE OF ACTION**

23 **UNLAWFUL DEDUCTIONS FROM WAGES**

24 **(AGAINST ALL DEFENDANTS)**

25 44. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

26 45. During the entire relevant statutory time period, Defendant systematically made
27 unlawful deductions from Plaintiff’s wages, including but not limited to deductions for “RS
28 employee”, when Defendant was not authorized by to do so.

1 46. In committing the foregoing acts, Defendant acted oppressively, maliciously,
2 fraudulently, and/or outrageously toward Plaintiff and members of the Unlawful Deductions
3 Subclass, with conscious disregard for their known rights and with the intention of causing, and/or
4 willfully disregarding the probability of causing, unjust and cruel hardship to Plaintiff and members
5 of the Unlawful Deductions Subclass. In so acting, Defendant intended to and did vex, injure and
6 annoy Plaintiff and members of the Unlawful Deductions Subclass. Therefore, an assessment of
7 punitive damages should be made against Defendant in an amount sufficient to punish them and to
8 prevent them from willfully engaging in future unlawful conduct.

9 47. Plaintiff and the Unlawful Deductions Subclass are entitled to all appropriate remedies
10 provided by the California Labor Code and applicable IWC Wage Orders, including unpaid wages,
11 liquidated damages, civil penalties, attorney fees and costs of suit. In addition, Plaintiff is entitled to
12 injunctive relief to prevent future violations of their rights under the California Labor Code and
13 applicable IWC Wage Orders.

14 **THIRD CAUSE OF ACTION**

15 **MEAL PERIOD VIOLATIONS**

16 **(AGAINST ALL DEFENDANTS)**

17 48. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

18 49. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed in
19 their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff
20 and members of the Class, with all required meal periods in accordance with the mandates of the
21 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
22 Allegations section of this Complaint.

23 50. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
24 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
25 each violation, per California Labor Code § 226.7.

26 51. As a result, Defendant is responsible for paying premium compensation for meal
27 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
28 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 52. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

5 53. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
6 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
7 each four (4) hour period worked, or major fraction thereof.

8 54. Due to their unlawful rest period policy/practices and operational requirements/work
9 demands, Defendant did not authorize and permit Plaintiff and Class members to take all rest periods
10 to which they were legally entitled.

11 55. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
12 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
13 each violation, per California Labor Code § 226.7.

14 56. The foregoing violations create an entitlement to recovery by Plaintiff and members
15 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
16 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
17 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

20 **(AGAINST ALL DEFENDANTS)**

21 57. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

22 58. Labor Code 226(a) states in pertinent part the following:

23 "(a) An employer, semimonthly or at the time of each payment of wages, shall
24 furnish to his or her employee, either as a detachable part of the check, draft, or
25 voucher paying the employee's wages, or separately if wages are paid by personal
26 check or cash, an accurate itemized statement in writing showing (1) gross wages
27 earned, (2) total hours worked by the employee, (3) the number of piece-rate units
28 earned and any applicable piece rate if the employee is paid on a piece-rate basis,
(4) all deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item, (5) net wages earned, (6) the

1 inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and only the last four digits of his or her social security number or an
3 employee identification number other than a social security number, (8) the name
4 and address of the legal entity that is the employer, and (9) all applicable hourly
5 rates in effect during the pay period and the corresponding number of hours worked
6 at each hourly rate by the employee.”

7 59. As set forth above, during the Class Period, Defendant issued and continues to issue
8 wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,
9 which are inadequate under Labor Code Section § 226(a).

10 60. As a result of Defendant’s failure to pay Plaintiff and the Wage Statement Subclass
11 for all missed meal and rest period premiums at the appropriate legal rate, unlawful deductions from
12 wages, Defendant failed to include required information on Plaintiff and the Wage Statement
13 Subclass’ wage statements, including, but not limited to, the gross wages earned, the net wages earned
14 in violation of Labor Code section 226(a), (1,2,5,6 and 9).

15 61. Defendant’ failure to comply with section 226(a) of the Labor Code was knowing
16 and intentional.

17 62. As a result of Defendant’s issuance of inaccurate itemized wage statements to Plaintiff
18 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
19 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
20 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
21 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendant’s
22 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys’ fees.

23 **SIXTH CAUSE OF ACTION**

24 **WAITING TIME PENALTIES**

25 **(AGAINST ALL DEFENDANTS)**

26 63. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

27 64. The actionable period for this cause of action is three years before filing this Complaint
28 through the present and ongoing until the violation is corrected, or the class is certified.

65. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing

1 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
2 around the time their employment is terminated or ended.

3 66. Labor Code § 203 provides that if an employer willfully fails to pay compensation
4 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, the
5 employer is liable for penalties for continued compensation up to thirty (30) workdays.

6 67. Defendant willfully failed to pay the Waiting Time Subclass for their meal and rest
7 period premiums at the “regular rate of pay” and unlawful deductions from wages before or upon
8 termination or separation from employment with Defendant as required by Labor Code §§ 201 and
9 202.

10 68. As a result, Defendant is liable to the Waiting Time Subclass for waiting time penalties
11 amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant to Labor
12 Code § 203. *See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination*
13 *entitles an employee to recover waiting time penalties).*

14 **SEVENTH CAUSE OF ACTION**

15 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

16 **(AGAINST ALL DEFENDANTS)**

17 69. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

18 70. Labor Code 2802(a) states in pertinent part the following: “(a) An employer shall
19 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
20 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
21 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
22 believed them to be unlawful.”

23 71. As set forth above, Plaintiff and Class members must be compensated for all necessary
24 business expenditures, including, but not limited to, a reasonable portion of their monthly personal
25 cell phone bills incurred in the discharge of their duties. (See *Cochran v. Schwan’s Home Service,*
26 *Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use their personal cell phones
27 for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether
28 the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement

1 owed is a reasonable percentage of their cell phone bills.”); *Ritchie v. Blue Shield of California*, 2014
2 WL 6982943, at *21 (N.D. Cal. 2014) (certifying class of cell phone reimbursement claim and
3 adopting the logic of *Cochran*).

4 72. At all relevant times, Defendant has failed to comply with Labor Code Section 2802
5 and the applicable Wage Orders by failing to reimburse Plaintiff and the Class for all necessary
6 business expenditures.

7 **EIGHTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

10 73. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 74. Defendant has engaged and continues to engage in unfair and/or unlawful business
12 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
13 failing to timely pay wages, unlawful deductions from wages, by failing to provide all legally required
14 meal and rest periods or pay premium payments at the “regular rate of pay” in lieu thereof, by failing
15 to provide accurate wage statements, by failing to reimburse for all necessary business expenses
16 adequately, and by failing to pay all earned wages at the time of separation from employment.

17 75. Defendant’s utilization of these unfair and/or unlawful business practices deprived
18 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
19 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
20 Defendant’s competitors who have been and/or are currently employing workers and attempting to
21 do so in honest compliance with applicable wage and hour laws.

22 76. Because Plaintiff is a victim of Defendant’s unfair and/or unlawful conduct alleged
23 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
24 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
25 converted by Defendant pursuant to Business and Professions Code §§ 17203 and 17208.

26 77. The acts complained of herein occurred within the last four years immediately
27 preceding the filing of the Complaint in this action.

28 ///

78. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendant's current hourly non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

79. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

80. Defendant has committed several Labor Code violations against Plaintiff and other similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA representative action against Defendant to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided based on the following Labor Code violations:

a) Failing to pay wages in a timely fashion in violation of Labor Code §§204 and applicable Wage Orders;

b) Unlawfully deducting wages in violation of Labor Code §§ 221, 224;

c) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their statutorily-mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

d) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees with all of their statutorily-mandated rest periods in violation of Labor Code §§ 226.7 and 516;

e) Failing to furnish Plaintiff and other similarly situated employees with complete, accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;

f) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203 and applicable Wage Orders; and

1 g) Failing to reimburse Plaintiff and other aggrieved employees with all necessary
2 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

3 81. On or about February 15, 2024, Plaintiff notified Defendant Four Corner Health, LLC.
4 dba 4Corner and the California Labor and Workforce Development Agency (“LWDA”) via email of
5 Defendant’s violations of the California Labor Code § 2698 *et seq.*, with respect to violations of the
6 California Labor Code identified in Paragraph 82 (a)-(e). Now that the sixty-five days have passed
7 from Plaintiff notifying Defendant of these violations, Plaintiff has exhausted her administrative
8 requirements for bringing a claim under the Private Attorneys General Act with respect to these
9 violations.

10 82. Plaintiff was compelled to retain the services of counsel to file this court action to
11 protect her interests and the interests of similarly aggrieved employees, and to assess and collect the
12 civil penalties owed by Defendant. Plaintiff has hereby incurred attorneys’ fees and costs, which she
13 is entitled to receive under California Labor Code § 2699.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff prays for judgment for herself and all others on whose behalf this
16 suit is brought against Defendant, as follows:

- 17 1. For an order certifying the proposed Classes;
- 18 2. For an order appointing Plaintiff as representative of the Classes;
- 19 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 20 4. Upon the First Cause of Action, for civil penalties pursuant to Labor Code § 210(a);
- 21 5. Upon the Second Cause of Action for compensatory, consequential, general, and
22 special damages according to proof pursuant to Labor Code §§ 204;
- 23 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
24 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 25 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
26 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 27 8. Upon the Fifth Cause of Action, penalties pursuant to Labor Code § 226(a), and
28 reasonable costs and attorney's fees;

1 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
2 Labor Code §§ 201-203;

3 10. Upon the Seventh Cause of Action, for unreimbursed expenses, interest, and
4 attorney's fees and costs pursuant to Labor Code § 2802;

5 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
6 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
7 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

8 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other similarly
9 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
10 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
11 subsequent violation per employee per pay period for those violations of the Labor Code for which
12 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
13 costs;

14 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
15 § 218.6 and Civil Code §§ 3287 and 3289;

16 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
17 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

18 15. For such other relief that the Court may deem just and proper.

19
20 Dated: April 19, 2024

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

21
22
23 By: _____

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes