

NORTH LAW, P.C.
Hengameh S. Safaei (SBN 248048)
safaei@northlegalpc.com
12100 Wilshire Boulevard, 8th Floor
Los Angeles, California 90025
Telephone: (213) 868-3232
Facsimile: (213) 315-0162

FILED
Superior Court of California
County of Los Angeles
04/02/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

Attorneys for Plaintiff JULIA MARIA ARAUZ ZEPEDA,
individually and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JULIA MARIA ARAUZ ZEPEDA,
individually and on behalf of all others
similarly situated,

PLAINTIFF,

v.

LANDMARK MEDICAL SERVICES, INC.,
a California corporation; and DOES 1 through
50, inclusive,

DEFENDANTS.

CASE NO.: 24STCV04454

*Assigned for all purposes to the Honorable
William F. Highberger; Dept. SS-10*

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

- 1) FAILURE TO PAY OVERTIME (LABOR CODE §§ 510, 1198)
- 2) FAILURE TO PROVIDE MEAL PERIODS AND/OR PAY MEAL PERIOD PREMIUMS (LABOR CODE § 226.7, 512)
- 3) FAILURE TO AUTHORIZE AND PERMIT REST BREAKS AND/OR PAY REST BREAK PREMIUMS (LABOR CODE § 226.7)
- 4) FAILURE TO PAY MINIMUM WAGES (LABOR CODE §§ 1194, 1197, 1197.1)
- 5) FAILURE TO TIMELY PAY FINAL WAGES (LABOR CODE §§ 201-203)
- 6) FAILURE TO PROVIDE COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS (LABOR CODE § 226)
- 7) UCL VIOLATIONS (BUS. & PROF. CODE §§ 17200-17204)
- 8) PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 – 2699.5)

DEMAND FOR JURY TRIAL

1 Plaintiff JULIA MARIA ARAUZ ZEPEDA (“Plaintiff”), individually, and on behalf of others
2 similarly situated (hereinafter “Class Members”), and as a private attorney general, based upon facts
3 that either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, complains and hereby alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants LANDMARK MEDICAL SERVICES,
7 INC., a California corporation; and DOES 1 through 50, inclusive (hereinafter collectively referred to
8 as “Defendants”) for California Labor Code violations, unfair business practices, and monetary
9 penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide
10 compliant meal periods, failure to authorize and permit compliant rest periods, failure to pay minimum
11 wages, failure to timely pay final wages, and failure to provide accurate and complete itemized wage
12 statements.

13 2. Plaintiff’s First through Seventh Causes of Action are brought as a class action on behalf
14 of herself and similarly situated current and former employees of Defendants (hereinafter collectively
15 referred to as the “Class” or “Class Members,” as defined more fully in paragraph 19, below) pursuant
16 to Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed
17 the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

18 3. Plaintiff’s Eighth Cause of Action is brought as a representative action on behalf of
19 herself and other current and former non-exempt employees of Defendants in the State of California at
20 any time within the period beginning one (1) year prior to the date of Plaintiff’s PAGA letter to the
21 LWDA and ending at the time this action settles or proceeds to final judgment (hereinafter collectively
22 referred to as “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff
23 is an aggrieved employee against whom one or more of the alleged violations occurred. The civil
24 penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be
25 established according to proof at trial.

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

1 basis for jurisdiction.

2 5. This Court has jurisdiction over Defendants because, upon information and belief,
3 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise
4 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over
5 them by the California courts consistent with traditional notions of fair play and substantial justice.

6 6. Venue is proper in this Court because, upon information and belief, Defendants maintain
7 offices, have agents, and/or transact business in the State of California, County of Los Angeles.

8 **PARTIES**

9 7. Plaintiff is a resident of the State of California. At all times relevant to this action,
10 Plaintiff was employed by Defendants in the County of Los Angeles, State of California as an hourly,
11 non-exempt employee. During her employment, Plaintiff worked for Defendants as a dishwasher and
12 cook at Defendants' facility located in Pomona, California.

13 8. Defendant LANDMARK MEDICAL SERVICES, INC. is, and at all times herein
14 mentioned was, a corporation organized and existing under the laws of the State of California, and
15 registered to do business in the State of California.

16 9. Plaintiff is informed and believes that Defendant LANDMARK MEDICAL SERVICES,
17 INC. owns and operates skilled nursing care facilities under the name "Landmark Medical Center."

18 10. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and
19 therefore, sues these defendants by such fictitious names. The Doe defendants may be individuals,
20 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times
21 mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-
22 venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting
23 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
24 employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names
25 and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the
26 fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged,
27 and that Plaintiff's damages as herein alleged were proximately caused by its conduct.

28 11. Defendants LANDMARK MEDICAL SERVICES, INC. and DOES 1 thorough 50,

1 inclusive, are collectively referred to herein as “Defendants.”

2 12. Defendants are and at all times herein mentioned were, (a) conducting business in the
3 County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with the
4 California Labor Code and Industrial Welfare Commission (“IWC”) Wage Order(s).

5 13. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the
6 working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and
7 the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable
8 under the statutory provisions set forth herein.

9 14. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this
10 action, Defendants were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
11 employers, subsidiaries, successors, sister companies, parents, principals, related entities, co-
12 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each
13 other. Each defendant was dominated by her, her, or its codefendants, and each was the alter ego of the
14 other.

15 15. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
16 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
17 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to
18 the other Defendants.

19 16. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts
20 and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of,
21 their policies and practices of not paying Plaintiff, the Class, and the Aggrieved Employees all wages
22 earned and due, through methods and schemes which include, but are not limited to: failing to pay
23 overtime; failing to provide meal periods; failing to authorize rest breaks; failing to properly maintain
24 records; failing to provide accurate itemized statements for each pay period; failing to timely pay final
25 wages; failing to pay timely wages during employment; and requiring, permitting, or suffering the
26 employees to work off the clock, in violation of the California Labor Code (“Labor Code”) and
27 applicable IWC Wage Order(s).

28 17. Plaintiff is informed and believes, and based thereon alleges, that in accordance with

1 Labor Code section 558.1, Defendants, and any person acting on behalf of Defendants, are liable for
2 violating, or causing to violate, any provision regulating minimum wages or hours and days of work in
3 any order of the Industrial Welfare Commission, or any applicable provision of the Labor Code.

4 **CLASS ACTION ALLEGATIONS**

5 18. Plaintiff brings the First through Seventh Causes of Action as a class action on her own
6 behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class
7 certification under Code of Civil Procedure section 382.

8 19. The proposed class is defined as follows: All current and former non-exempt employees
9 of any of the Defendants within the State of California at any time commencing four (4) years preceding
10 the filing of Plaintiff's original complaint up until the time that notice of the certified class action is
11 provided to the class (hereinafter referred to as the "Class" or "Class Members").

12 20. Plaintiff reserves the right to establish other subclasses as appropriate.

13 21. The Class is ascertainable and there is a well-defined community of interest in the
14 litigation:

15 a. Numerosity: The Class Members are so numerous that joinder of all Class Members
16 is impracticable. The membership of the entire Class is unknown to Plaintiff at this
17 time; however, the Class is estimated to be over fifty (50) individuals and the identity
18 of such membership is readily ascertainable by inspection of Defendants' employment
19 records.

20 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated herein.
21 Plaintiff and the Class Members worked as hourly, non-exempt employees for
22 Defendants in California, including at Defendants' nursing facility in Pomona,
23 California. Plaintiff and the other similarly situated Class Members were employed by
24 Defendants at the same facility and were subjected to the same policies and practices,
25 and endured similar violations at the hands of Defendants.

26 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member,
27 with whom she has a well-defined community of interest and typicality of claims, as
28 demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class

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

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

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

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

- a. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;
- b. Whether Defendants required Plaintiff and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other Class Members;
- c. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or rest periods without compensation;
- d. Whether Defendants failed to pay meal period premium wages to Plaintiff and the other Class Members when they were not provided legally compliant meal periods;
- e. Whether Defendants failed to pay rest period premium wages to Plaintiff and the other Class Members when they were not authorized and permitted to take legally compliant

rest periods;

- f. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, and for missed, short, late or interrupted meal periods and rest breaks in violation of California law;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the time required upon their discharge or resignation from employment;
- h. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- i. Whether Defendants complied with wage statement reporting as required by the California Labor Code, including section 226;
- j. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;
- k. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- l. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

23. Plaintiff is informed and believes that Defendants are owners and operators of skilled nursing care facilities and do business under the name "Landmark Medical Center." According to Defendants' website, "Landmark Medical Center is a fully licensed 95 bed, skilled nursing facility located in Pomona, California. We specialize in the rehabilitation of the psychiatric client who is in need of a highly structured environment." The website further states, "Landmark Medical Center believes that our employees are our greatest asset. Some of Landmark's employees have been with us for more than 20 years. By encompassing this sense of family, we are able to attract qualified and dedicated individuals to meet the needs of our residents."

24. Defendants employed Plaintiff as an hourly, non-exempt employee from approximately March 2023 to approximately January 2024.

1 25. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the
2 Aggrieved Employees as hourly-paid or non-exempt employees.

3 26. Throughout the time period involved in this case, Defendants had the authority to hire
4 and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly, or indirectly, control work
5 rules, working conditions, wages, and working hours; and to directly, or indirectly, control the terms of
6 employment of Plaintiff, the Class, and the Aggrieved Employees.

7 27. At all times herein mentioned, Defendants were subject to the Labor Code of the State of
8 California and the applicable IWC Wage Order(s).

9 28. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in an
10 ongoing and systematic scheme of wage and hour violations against their hourly-paid or non-exempt
11 employees. As set forth in more detail below, this scheme involved, *inter alia*, requiring Plaintiff, the
12 Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay
13 them for all hours worked, including minimum and overtime wages. On information and belief,
14 Defendants automatically deduct thirty minutes for meal periods that were not provided to Plaintiff, and
15 on information and belief, the Class and the Aggrieved Employees. As a result of these practices, which
16 failed to capture and compensate for all hours worked, Plaintiff, the Class, and the Aggrieved Employees
17 were deprived of all required wages including minimum and overtime wages. In addition, Defendants
18 routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free
19 meal periods and rest periods in violation of California law, and failed to pay associated meal and rest
20 period premium wages. Defendants also failed to provide accurate itemized wage statements for each
21 pay period, and failed to timely pay all wages owed during and upon termination of employment.

22 29. On information and belief, throughout the time period involved in this case, Defendants
23 have implemented policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved
24 Employees with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the
25 Class, and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
26 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, regularly failed
27 to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal
28 periods, and regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from

1 taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
2 and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of
3 work for shifts lasting more than ten (10) hours. For example, when Plaintiff, the Class, and the
4 Aggrieved Employees typically began a shift at 6:00 a.m., they were not provided a meal period before
5 the end of the fifth hour of work.

6 30. On information and belief, throughout the time period involved in this case, Defendants
7 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal
8 periods under California law. Moreover, on information and belief, Defendants systematically
9 disregarded their own written policies regarding the provision and timing of meal periods for Plaintiff,
10 the Class, and the Aggrieved Employees.

11 31. On information and belief, throughout the time period involved in this case, Defendants
12 failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that
13 were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
14 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal
15 periods or payment of one additional hour of pay at their regular rate of pay when a meal period was
16 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
17 provide legally compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and
18 routinely failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees
19 at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

20 32. On information and belief, throughout the time period involved in this case, Defendants
21 have implemented policies and practices which prohibited Plaintiff, the Class, and the Aggrieved
22 Employees from taking timely and duty-free rest periods. Defendants regularly failed to provide,
23 authorize, and permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-
24 duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
25 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a
26 good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

27 33. On information and belief, throughout the time period involved in this case, Defendants
28 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest

1 periods, including third rest breaks, under California law. Moreover, on information and belief,
2 Defendants systematically disregarded their own written policies regarding the provision and timing of
3 rest periods for Plaintiff, the Class, and the Aggrieved Employees. Instead, Defendants' actual policy
4 and practice was to schedule Plaintiff, the Class, and the Aggrieved Employees in a way that regularly
5 prohibited them from taking timely and duty-free rest periods, and to regularly require Plaintiff, the
6 Class, and the Aggrieved Employees to work through their rest periods.

7 34. On information and belief, throughout the time period involved in this case, Defendants
8 failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that
9 were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
10 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest
11 periods or payment of one additional hour of pay at their regular rate of pay when a rest period was
12 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
13 authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods,
14 and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their
15 regular rate of pay when a rest period was missed, short, late and/or interrupted. Although Plaintiff
16 complained about late, interrupted, and missed meal periods, nothing was done by Defendants to address
17 or correct the violations.

18 35. On information and belief, throughout the time period involved in this case, Plaintiff,
19 the Class, and the Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40)
20 hours in a week.

21 36. On information and belief, throughout the time period involved in this case, Defendants
22 regularly failed to pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved
23 Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours
24 in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours
25 in a single work week. Defendants knew or should have known that Plaintiff, the Class, and the
26 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they
27 were not receiving wages for overtime compensation.

28 37. On information and belief, throughout the time period involved in this case, Defendants

1 failed to pay overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours
2 worked based on regular rates of pay correctly calculated to include all applicable remuneration.

3 38. On information and belief, throughout the time period involved in this case, Defendants
4 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for
5 all hours worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
6 Employees were entitled to receive at least minimum wages for all hours worked and that they were not
7 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages
8 included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required
9 minimum wage pursuant to California law, requiring Plaintiff, the Class, and the Aggrieved Employees
10 to perform work off the clock, and failing to accurate record all time worked by Plaintiff, the Class, and
11 the Aggrieved Employees which resulted in the systematic underpayment of wages to Plaintiff, the
12 Class, and the Aggrieved Employees.

13 39. On information and belief, throughout the time period involved in this case, Defendants
14 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon
15 discharge or resignation. Defendants knew or should have known that Plaintiff, the Class, and the
16 Aggrieved Employees were entitled to receive all wages owed to them upon termination within the time
17 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved Employees
18 did not receive payment of all final wages owed to them upon discharge or resignation, including
19 premium wages within any time permissible under California Labor Code section 202.

20 40. On information and belief, throughout the time period involved in this case, Defendants
21 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time
22 permissible under California law, including, *inter alia*, California Labor Code section 204. Defendants
23 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
24 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
25 Employees did not receive payment of all wages, including meal period premiums and rest period
26 premiums.

27 41. On information and belief, throughout the time period involved in this case, Defendants
28 regularly failed to provide complete or accurate wage statements to Plaintiff, the Class, and the

1 Aggrieved Employees. Defendants knew or should have known that Plaintiff, the Class, and the
2 Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance
3 with California law, but, in fact, they did not receive complete and accurate wage statements from
4 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked,
5 the actual gross wages earned, and premium pay.

6 42. On information and belief, throughout the time period involved in this case, Defendants
7 regularly failed to keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved
8 Employees. Defendants knew or should have known that Defendants were required to keep complete
9 and accurate time payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance
10 with California law, but, in fact, did not keep complete and accurate time and payroll records.

11 43. On information and belief, throughout the time period involved in this case, Defendants
12 regularly failed to maintain accurate records relating to Plaintiff's, the Class's, and the Aggrieved
13 Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

14 44. On information and belief, throughout the time period involved in this case, Defendants
15 knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved
16 Employees pursuant to California law. Defendants had the financial ability to pay such compensation,
17 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class,
18 and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants'
19 profits.

20 45. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall
21 limit the right of any wage claimant to "sue directly ... for any wages or penalty due to her [or her] under
22 this article."

23 **FIRST CAUSE OF ACTION**

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

25 **(Against All Defendants)**

26 46. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
27 allegation set forth above.

28 47. California Labor Code section 1198 and the applicable IWC Wage Order(s) provide that

1 it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
2 two-times that person's regular rate of pay, depending on the number of hours worked by the person on
3 a daily or weekly basis.

4 48. Specifically, the applicable IWC Wage Order(s) provides that Defendants are and were
5 required to pay Plaintiff and the other Class Members employed by Defendants, and working more than
6 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
7 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

8 49. The applicable IWC Wage Order(s) further provides that Defendants are and were
9 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate of
10 pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of
11 eight (8) hours on the seventh day of work in a workweek.

12 50. California Labor Code section 510 codifies the right to overtime compensation at one-
13 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty
14 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime
15 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
16 or in excess of eight (8) hours in a day on the seventh day of work.

17 51. During the relevant time period, Plaintiff and the other Class Members regularly worked
18 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

19 52. On information and belief, during the relevant time period, Defendants intentionally and
20 willfully failed to pay overtime wages owed to Plaintiff and the other Class Members.

21 53. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of
22 overtime compensation, as required by California laws, violates the provisions of California Labor Code
23 sections 510 and 1198, and is therefore unlawful.

24 54. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members
25 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

26 **SECOND CAUSE OF ACTION**

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

28 **(Against All Defendants)**

1 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
2 allegation set forth above.

3 56. At all relevant times, the relevant IWC Wage Order(s) and California Labor Code
4 sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
5 Defendants.

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

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

14 59. At all relevant times, California Labor Code section 512(a) further provides that an
15 employer may not require, cause or permit an employee to work for a work period of more than ten (10)
16 hours per day without providing the employee with a second uninterrupted meal period of not less than
17 thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second
18 meal period may be waived by mutual consent of the employer and the employee only if the first meal
19 period was not waived.

20 60. During the relevant time period, Plaintiff and the other Class Members who were
21 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-
22 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
23 without an uninterrupted meal period of not less than thirty (30) minutes.

24 61. During the relevant time period, Plaintiff and the other Class Members were required to
25 work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
26 thirty (30) minutes.

27 62. During the relevant time period, Defendants intentionally and willfully required Plaintiff
28 and the other Class Members to miss their meal periods and to take meal periods that were late,

1 shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal
2 period premium for missed, shortened, late, or interrupted meal periods.

3 63. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
4 Members the full meal period premiums due pursuant to California Labor Code section 226.7.

5 64. Defendants' conduct violates the applicable IWC Wage Order(s) and California Labor
6 Code sections 226.7 and 512(a).

7 65. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section
8 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one (1)
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 § 226.7)**

13 **(Against All Defendants)**

14 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
15 allegation set forth above.

16 67. At all times herein set forth, the applicable IWC Wage Order(s) and California Labor
17 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
18 Defendants.

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

22 69. At all relevant times, the applicable IWC Wage Order(s) provides that "[e]very employer
23 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
24 middle of each work period" and that the "rest period time shall be based on the total hours worked daily
25 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total
26 daily work time is less than three and one-half (3.5) hours."

27 70. During the relevant time period, Defendants required Plaintiff and other Class Members
28 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each

1 four (4) hour period worked.

2 71. During the relevant time period, Defendants willfully required Plaintiff and the other
3 Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to take
4 any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take
5 uninterrupted, duty-free rest breaks.

6 72. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
7 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work
8 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class
9 Members from taking uninterrupted rest periods.

10 73. Defendants' conduct violates applicable IWC Wage Order(s) and California Labor Code
11 section 226.7.

12 74. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section
13 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
14 hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period
15 was not provided.

16 **FOURTH CAUSE OF ACTION**

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

18 **(Against All Defendants)**

19 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
20 allegation set forth above.

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

24 77. During the relevant time period, Defendants regularly failed to pay minimum wage to
25 Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194,
26 1197, and 1197.1. On information and belief, Defendants have in place internal policies, practices, and
27 procedures which are aimed at reducing labor costs while demanding that a limited number of employees
28 complete projects under deadlines. In accordance with Defendants' internal policies, practices and

1 procedures aimed at reducing labor costs, despite time sensitive work demands, on information and
2 belief, during the relevant time period, Defendants have adjusted time worked by Plaintiff and other
3 Class Members such that Plaintiff and other Class Members did not get paid for all hours worked.

4 78. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as
5 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
6 Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage
7 compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal
8 to the wages unlawfully unpaid and interest thereon.

9 79. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members
10 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
11 interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 201, 202, 203)**

14 **(Against All Defendants)**

15 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
16 allegation set forth above.

17 81. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide
18 that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are
19 due and payable immediately, and if an employee quits her or her employment, her or her wages shall
20 become due and payable not later seventy-two (72) hours thereafter, unless the employee has given
21 seventy-two (72) hours' notice of her or her intention to quit, in which case the employee is entitled to
22 her or her wages at the time of quitting.

23 82. During the relevant time period, the employment of Plaintiff and many other Class
24 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally
25 and willfully failed to pay Plaintiff and other Class Members who are no longer employed by Defendants
26 all of their wages, earned and unpaid, including but not limited to minimum wages, straight time wages,
27 overtime wages, and vested but unused vacation time, within seventy-two (72) hours of their leaving
28 Defendants' employ.

83. Defendants' failure to pay Plaintiff and other Class Members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

84. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

85. Plaintiff and other Class Members who are no longer employed by Defendants are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

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

(Against All Defendants)

86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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

88. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to the failure list the total number of hours worked, premium pay, the actual gross wages earned, and the correct rates of pay.

89. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

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

91. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

92. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

SEVENTH CAUSE OF ACTION

(Violation of Cal. Business & Professions Code §§ 17200, et seq.)

(Against All Defendants)

93. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

94. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

95. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

96. Plaintiff is a “person” within the meaning of Business & Professions Code section 17204,

1 has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,
2 restitution, and other appropriate equitable relief.

3 97. A violation of California Business & Professions Code section 17200, *et seq.* may be
4 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and
5 practices of requiring employees, including Plaintiff and the Class, to work overtime without proper
6 compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants'
7 systematic policies and practices of requiring employees, including Plaintiff and the Class, to work
8 without legally compliant meal periods and rest breaks violate California Labor Code sections 226.7
9 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and
10 the Class violate California Labor Code sections 201, 202, and 203.

11 98. Defendants also violated California Labor Code sections 204, 226(a), 1194, 1197,
12 1197.1, 510, 1174(d), 2800, and 2802.

13 99. Wage-and-hour laws express fundamental public policies. Paying employees their wages
14 and overtime, providing them with meal periods and rest breaks, etc., are fundamental public policies of
15 California. Labor Code section 90.5(a) sets forth the public policies of this State vigorously to enforce
16 minimum labor standards, to ensure that employees are not required or permitted to work under unlawful
17 conditions, and to protect law-abiding employers and their employees from competitors who lower costs
18 to themselves by failing to comply with fair labor standards. Through the conduct alleged in this
19 Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of
20 the Labor Code, and have engaged in other unlawful and unfair business practices in violation of
21 Business & Professions Code § 17200 *et seq.*

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

24 101. Plaintiff and the Class have been personally injured by Defendants' unlawful business
25 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or
26 property.

27 102. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and
28 the Class are entitled to restitution of the wages withheld and retained by Defendants during a period

1 that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to
2 California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

3 **EIGHTH CAUSE OF ACTION**

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

5 **(Against All Defendants)**

6 103. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
7 allegation set forth above.

8 104. Plaintiff brings her Eighth Cause of Action as a representative action on behalf of herself
9 and all other Aggrieved Employees in the capacity as a private attorney general pursuant to the Private
10 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

11 105. PAGA specifically provides for a private right of action to recover civil penalties for
12 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of
13 this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
14 Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees,
15 for a violation of this code, may, as an alternative, be recovered through a civil action brought by an
16 aggrieved employee on behalf of himself or herself and other current or former employees pursuant to
17 the procedures specified in Section 2699.3." Labor Code § 2699(a).

18 106. Plaintiff was employed by Defendants and the Labor Code violations alleged above were
19 committed against her during her time of employment. Plaintiff is therefore, an "aggrieved employee"
20 under PAGA.

21 107. As set forth in detail above, during all times relevant to this Action, Defendants have
22 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- 23 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
24 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
25 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation
26 in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
27 c. Failing to provide legally compliant meal periods to Plaintiff and the Aggrieved
28 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour

1 of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.

2 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
3 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
4 additional hour of premium pay for rest period violations in violation of Labor Code §§
5 226.7 and 512.

6 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their
7 employment in violation of Labor Code § 203.

8 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
9 employment in violation of Labor Code § 204.

10 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
11 itemized wage statements in violation of Labor Code § 226.

12 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees’
13 work periods, meal periods, total daily hours, hours per pay period, total wages and
14 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the
15 applicable IWC Wage Order(s).

16 108. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and
17 on behalf of herself and the Aggrieved Employees and the State of California, requests and is entitled to
18 recover penalties against Defendants for the Labor Code violations described above, including but not
19 limited to penalties under the applicable IWC Wage Order(s), including IWC Wage Order 5-2001,
20 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and
21 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or
22 other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according
23 to proof at trial.

24 109. Pursuant to Labor Code § 2699.3, on or about February 8, 2024, Plaintiff, through her
25 counsel of record, gave written notice by online filing with the Labor and Workforce Development
26 Agency (“LWDA”) and by certified mail to the Defendants, of the specific provisions of the Labor Code
27 and IWC Wage Order(s) that Defendants have violated, including the facts and theories to support the
28 violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid

1 the filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends
2 to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have
3 fulfilled all administrative prerequisites to the pursuit of her PAGA claim on behalf herself and other
4 Aggrieved Employees pursuant to Labor Code § 2699.3.

5 110. Plaintiff was compelled to retain the services of counsel to file this court action to protect
6 her interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by
7 Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor
8 Code § 2699(g)(1), and any other applicable statute.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
11 similarly situated, and as a private attorney general, prays for relief and judgment against Defendants,
12 jointly and severally, as follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action;
15 2. That Plaintiff be appointed as the representative of the Class;
16 3. That counsel for Plaintiff be appointed as Class Counsel; and
17 4. That Defendants provide to Class Counsel immediately the names and most current/last
18 known contact information (address, e-mail, and telephone numbers) of all class members.

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

20 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
21 Code sections 510 and 1198 and applicable IWC Wage Order(s) by willfully failing to pay all overtime
22 wages due to Plaintiff and other Class Members;

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

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

27 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
28 Labor Code section 1194; 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 sections 226.7 and 512 and applicable IWC Wage Order(s) by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class 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;

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 Defendants violated California Labor Code section 226.7 and applicable IWC Wage Order(s) by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class 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;

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

and

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

9 **As to the Fifth Cause of Action**

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

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

14 32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
15 and other Class Members who have left Defendants' employ;

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

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

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

20 35. That the Court declare, adjudge, and decree that Defendants violated the record keeping
21 provisions of California Labor Code section 226(a) and applicable IWC Wage Order(s) as to Plaintiff
22 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

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

24 37. For statutory penalties pursuant to California Labor Code section 226(e); and

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

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

27 39. That the Court declare, adjudge and decree that Defendants violated California Business
28 and Professions Code section 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime

1 compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing
2 to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class
3 Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating
4 California Labor Code sections 226(a), 1174(d), 2800, and 2802;

5 40. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest
6 from the day such amounts were due and payable;

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

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

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

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

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

16 45. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

17 46. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
18 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
19 other applicable statutes; and

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 47. For such other relief as the Court deems just and proper.

2
3 DATED: April 1, 2024

4 Respectfully submitted,

5 **NORTH LAW, P.C.**

6 

7
8 _____
9 Hengameh S. Safaei
10 Attorneys for Plaintiff JULIA MARIA
11 ARAUZ ZEPEDA, individually and on
12 behalf of others similarly situated
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

DATED: April 1, 2024

NORTH LAW P.C.

Rafael

Hengameh S. Safaei
Attorneys for Plaintiff JULIA MARIA
ARAUZ ZEPEDA, individually and on
behalf of others similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is 12100 Wilshire Boulevard, 8th Floor, Los Angeles, California 90025.

On April 1, 2024, I served the following document(s): **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT** on the following person(s):

Defendant LANDMARK MEDICAL SERVICES, INC., a California corporation

Tim Johnson
Jesse Farrantella
Erika Schmidt
Michelle Doan
Ogletree Deakins
4660 La Jolla Village Drive, Suite 900 | San Diego, CA 92122
Tim.Johnson@ogletreedeakins.com
Jesse.Ferrantella@ogletreedeakins.com
erika.schmidt@ogletreedeakins.com
michelle.doan@ogletreedeakins.com

The documents were served by the following means:

☒ **BY ELECTRONIC TRANSMISSION.** Based on an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **BY FAX TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

☐ **BY MESSENGER SERVICE.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

☐ **BY UNITED STATES MAIL.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepared.

☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service,

1 in a sealed envelope with postage fully prepaid.

2 I am a resident of and employed in the county where the mailing occurred. The envelope or
3 package was placed in the mail at Los Angeles, California.

4 ☐ **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the
5 addresses listed in the attached Proof of Service List. (1) For a party represented by an attorney,
6 delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's
7 office, in an envelope or package clearly labeled to identify the attorney being served, with a
8 receptionist or an individual in charge of the office; or (c) if there was no person in the office with
9 whom the notice or papers could be left, by leaving them in a conspicuous place in the office between
10 the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the
11 party or by leaving the documents at the party's residence with some person not younger than 18
12 years of age between the hours of eight in the morning and six in the evening.

13 I declare under penalty of perjury under the laws of the State of California, that to the best of
14 my knowledge that the foregoing is true and correct.

15 Executed on April 1, 2024 at Los Angeles, California.

16
17
18
19
20
21
22
23
24
25
26
27
28


Hengameh S. Safaei