

1 EVAN S. GAINES, ESQ. SBN 287668  
2 **GAINES LAW CORPORATION**  
3 4550 E. Thousand Oaks Blvd., Suite 100  
4 Westlake Village, CA 93162  
5 Telephone: (805) 892-8200  
6 Facsimile: (805) 800-8928  
7 Email: evan@gaines.law

8 Attorneys for Plaintiff Tanya Young,  
9 on behalf of herself and all "aggrieved employees"  
10 pursuant to Labor Code § 2698 *et seq.*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SAN JOAQUIN**

13 TANYA YOUNG, on behalf of herself and all  
14 "aggrieved employees" pursuant to Labor  
15 Code § 2698 *et seq.*,

16 Plaintiff,

17 v.

18 LODI ADVANCED MEDICAL CENTER,  
19 PC, a California corporation, KEVIN  
20 STEWART, an individual, and DOES 1  
21 through 10, inclusive,

22 Defendants.

CASE NO

FILED  
2024 APR 12 AM 10:43  
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STK-CV-006-2024-4519  
**REPRESENTATIVE ACTION COMPLAINT  
FOR PENALTIES PURSUANT TO LABOR  
CODE § 2699(f) FOR VIOLATIONS OF  
LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3,  
246, 510, 512, 1194, AND 2802 AND  
PURSUANT TO LABOR CODE § 2699(a) FOR  
VIOLATIONS OF LABOR CODE §§ 226.3  
AND 558**

1 Plaintiff TANYA YOUNG (“Plaintiff”), on behalf of herself and others as an “aggrieved  
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of Lodi  
3 ADVANCED MEDICAL CENTER, PC, a California corporation, KEVIN STEWART, an  
4 individual, and any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”) as  
5 follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of  
9 Plaintiff and other non-exempt California employees who currently work or formerly worked for  
10 Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior  
12 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to  
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had  
14 consistent policies of:

15 a. Failing to pay Plaintiff and other Aggrieved Employees all overtime wages due  
16 during the course of employment, in violation of Labor Code §§ 510, 558, and  
17 1194. Defendants pay Plaintiff and Aggrieved Employees straight-time wages **only**, without  
18 any payment of applicable overtime wages for applicable overtime shifts. Thus, when Plaintiff  
19 and Aggrieved Employees work in excess of eight (8) hours in a workday and/or over forty  
20 (40) hours in a workweek, they are entitled to premium overtime pay of one-and-one-half  
21 times the regular rate of pay for all overtime hours worked. Defendants simply fail to pay any  
22 overtime wages for applicable shifts/weeks. This violates Labor Code §§ 510, 558, and 1194;

23 b. Failing to pay premium wages to her and other Aggrieved Employees who are  
24 denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001.  
25 Plaintiff and Aggrieved Employees are routinely unable to take a 10-minute rest period for  
26 every four (4) hours of work or major fraction thereof, but are not paid premium wages of one  
27 hour’s pay for each missed rest period. Plaintiff and Aggrieved Employees are simply denied  
28

1 their entitled rest periods and are never paid a premium rest period wage in lieu thereof. This  
2 violates Labor Code § 226.7 and IWC Wage Order No. 4-2001;

3 c. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who  
4 are denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC  
5 Wage Order 4-2001. Plaintiff and Aggrieved Employees are routinely denied, and not  
6 authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift  
7 worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal  
8 period for every shift worked that exceeded ten hours, but are not paid premium wages of one  
9 hour's pay for each missed first or second meal period. When Plaintiff and Aggrieved  
10 Employees do receive a meal period, it is typically late (after the fifth hour of work). This  
11 violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001;

12 d. Failing to provide suitable seats to Plaintiff and Aggrieved Employees. Many  
13 job positions reasonably permit the use of seating, but Defendants do not provide it and  
14 Aggrieved Employees are not permitted to sit down during the course of their employment.  
15 This practice violates California Labor Code § 1198 and Wage Order 4-2001, § 14, which  
16 provides as follows: “(A) All working employees shall be provided with suitable seats when  
17 the nature of the work reasonably permits the use of seats. (B) When employees are not  
18 engaged in the active duties of their employment and the nature of the work requires standing,  
19 an adequate number of suitable seats shall be placed in reasonable proximity to the work area  
20 and employees shall be permitted to use such seats when it does not interfere with the  
21 performance of their duties”;

22 e. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary  
23 business expenses incurred in direct consequence of the discharge of their duties, in violation  
24 of Labor Code § 2802 and IWC Wage Order 4-2001, including, but not limited to, the cost  
25 and maintenance of their scrubs, blood pressure cuff, and stethoscope. Labor Code § 2802  
26 states that an employer must indemnify its employees for all necessary expenditures or losses  
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1 incurred by the employee in direct consequence of the discharge of their duties. IWC Wage  
2 Order 4-2001, § 9(A) requires that “[w]hen uniforms are required by the employer to be worn  
3 by the employee as a condition of employment, such uniforms shall be provided and  
4 maintained by the employer.” These instances violate Labor Code § 2802 and IWC Wage  
5 Order 4-2001;

6 f. Failing to provide Plaintiff and all other Aggrieved Employees with wage  
7 statements that fully and accurately itemized the requirements set forth in Labor Code §  
8 226(a). Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above.  
9 As such, the wage statements provided by Defendants failed to accurately state all gross wages  
10 earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of  
11 Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5)  
12 and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding  
13 numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.  
14 Moreover, and independent of the above allegations, the wage statements issued to Plaintiff  
15 and all California employees fail to set forth the name of the legal entity that is the employer.  
16 Specifically, the wage statements set forth the employer as “Stewart Chiropractic Corp.,”  
17 instead of the correct name, “Lodi Advanced Medical Center, PC.” “Stewart Chiropractic  
18 Corp. is also suspended by the California Secretary of State; and  
19

20 g. Failing to pay certain Aggrieved Employees all wages due, including all  
21 accrued, but unused vacation wages, at the separation of their employment based on the time  
22 frames required by Labor Code §§ 201-202 and 227.3. As stated above, certain Aggrieved  
23 Employees were not paid all wages due during the course of their employment and, as a result  
24 of this failure, they were not timely paid all wages due at the separation of their employment,  
25 including vacation wages. This violates Labor Code §§ 201-202 and 227.3 and is alleged on  
26 behalf of those Aggrieved Employees no longer employed by Defendants.  
27  
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3. Plaintiff also intends to seek penalties under the Private Attorneys General Act from Defendant KEVIN STEWART because he is either an owner, director, officer, and/or managing agent of the other Defendants, who violated, or caused violations of, California wage and hour laws, Defendant KEVIN STEWART is personally liable for the violations alleged herein pursuant to Labor Code section 558.1. Additionally, as an owner, director, officer, and/or managing agent of the other Defendants, who directly and/or indirectly, or through an agent or some other person, engaged, suffered, and/or permitted Plaintiff to work and exercised control over Plaintiff's wages, hours, and working conditions, Defendant KEVIN STEWART is personally liable for the violations alleged herein pursuant to *Martinez v. Combs*, (2010) 49 Cal.4th 35.

4. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code § 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

5. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose in San Joaquin County, California.

### III.

## PARTIES

### A. Plaintiff

6. Plaintiff TANYA YOUNG has been employed by Defendants since May 2022 as a non-exempt employee in San Joaquin County, California.

## B. Defendant

7. Defendant LODI ADVANCED MEDICAL CENTER, PC, is a California corporation that employed Plaintiff and Aggrieved Employees in San Joaquin County, California.

8. Defendant KEVIN STEWART is an individual who employed Plaintiff and Aggrieved Employees in San Joaquin County, California.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a

DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

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

11. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

#### IV.

#### CAUSES OF ACTION

##### FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS  
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF  
LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1194, AND 2802 AND  
PURSUANT TO LABOR CODE § 2699(a) FOR  
VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

12. Plaintiff incorporates paragraphs 1 through 11 of this Complaint as though fully set forth herein.

13. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

14. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1194, and 2802; and

1                   b.       Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor  
2                               Code §§ 226.3 and 558.

3           15.     Civil penalties recovered will be allocated 75% to the Labor and Workforce  
4     Development Agency, and 25% to the affected employees.

5           16.     On February 7, 2024, Plaintiff sent a letter, by online submission to the LWDA and  
6     by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the  
7     violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor  
8     Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)  
9     calendar days of February 7, 2024. Plaintiff may therefore commence this action to seek civil penalties  
10    pursuant to Labor Code § 2698 *et seq.*

11           Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as  
12    described below.

13                               V.

14                               **RELIEF REQUESTED**

15           WHEREFORE, Plaintiff prays for the following relief:

16           1.     For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other  
17    Aggrieved Employees;

18           2.     An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)  
19    and other applicable law;

20           3.     An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other  
21    applicable law; and

22           4.     Such other and further relief as this Court may deem just and proper.

23    Dated: April 12, 2024

Respectfully submitted,

24                               **GAINES LAW CORPORATION**

25                               By:   
26                               \_\_\_\_\_

27                               EVAN S. GAINES  
28                               Attorneys for Plaintiff