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Attorneys for Plaintiff ERICA GOODEN,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO

ERICA GOODEN, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

RIVER BEND HOLDINGS, LLC dba RIVER
BEND NURSING CENTER, a California
limited liability company; CPEHR, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. CV2024-0309

CLASS ACTION

Assigned for All Purposes To:

Hon. Timothy L. Fall

Dept.: 11

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174, and 1174.5;
8. Penalties Pursuant to Labor Code § 203;
9. Violation of Business & Professions Code § 17200 *et seq.*; and
10. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ERICA GOODEN, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants RIVER BEND
8 HOLDINGS, LLC dba RIVER BEND NURSING CENTER, a California limited liability
9 company, CPEHR, INC., a California corporation, and DOES 1 through 50 (all defendants being
10 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of
11 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
12 Welfare Commission (IWC), and California Business & Professions Code, and seeks redress
13 therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in Yolo County, and in other nonexempt positions, throughout California,
18 and consistently worked at Defendants’ behest without being paid all wages due. More
19 specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control during their meal breaks. Defendants thus failed to pay
27 Plaintiff and the Class members for all hours worked, and provided them with inaccurate wage
28 statements that prevented Plaintiff and the Class from learning of these unlawful pay practices.

1 Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as
2 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
3 meal and rest periods as required by the Labor Code.

4 **THE PARTIES**

5 **A. The Plaintiff**

6 4. Plaintiff ERICA GOODEN has resided in California and during the time period
7 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
8 the State of California.

9 **B. The Defendants**

10 5. Defendant RIVER BEND HOLDINGS, LLC dba RIVER BEND NURSING
11 CENTER, is a California limited liability company with its principle executive offices in San
12 Diego, California, and has been listed as the employer on the wage statements issued to Plaintiff
13 during the relevant time period. RIVER BEND HOLDINGS, LLC dba RIVER BEND NURSING
14 CENTER lists an address in San Diego, California with the California Secretary of State, and
15 employs Plaintiff and the Employees in Yolo County, including at Defendants' offices and
16 facilities in West Sacramento, California, and throughout California and Defendants conduct
17 business throughout California.

18 6. Defendant CPE HR, INC., is a California corporation with its principle executive
19 offices in Burbank, California and has been listed as the employer on the wage statements issued
20 to Plaintiff during the relevant time period. CPEHR, INC. lists an address in Burbank, California
21 with the California Secretary of State, and employs Plaintiff and Employees in Yolo County,
22 including at Defendants' offices and facilities throughout California and Defendants conduct
23 business throughout California.

24 7. The true names and capacities, whether individual, corporate, associate, or
25 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
26 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
27 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
28 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in

1 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
2 this Complaint to reflect the true names and capacities of the Defendants designated herein as
3 Does 1 through 50 when their identities become known.

4 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
5 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
6 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
7 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
8 all respects as the employers or joint employers of Employees. Defendants, and each of them,
9 exercised control over the wages, hours or working conditions of Employees, or suffered or
10 permitted Employees to work, or engaged, thereby creating a common law employment
11 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
12 employed Employees.

13 **JURISDICTION AND VENUE**

14 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
16 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
17 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
18 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
19 obligations and liabilities giving rise to this lawsuit occurred at least in part in Yolo County and
20 Defendants maintain and operate company offices and facilities in Yolo County, and employ
21 Plaintiff and other Class members in Yolo County and throughout California.

22 **FACTUAL BACKGROUND**

23 10. The Employees who comprise the Class and Collective, including Plaintiff, are
24 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
25 Employees who work in nonexempt positions at the direction of Defendants in the State of
26 California. Plaintiff and the Class members were either not paid by Defendants for all hours
27 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
28 Plaintiff and Employees were not paid for the time that they worked “pre-shift” without

1 compensation by undergoing Covid-19 screenings, including temperature checks and answering
2 symptom related questionnaires; assisting patient; checking shift assignments; and waiting in line
3 to clock-in. Plaintiff and Employees were also not paid for time spent working off-the-clock by
4 receiving phone calls and text messages. Plaintiff also contends that Defendants failed to pay
5 Plaintiff and the Class members all wages due and owing, failed to provide meal and rest breaks,
6 and failed to furnish accurate wage statements, all in violation of various provisions of the
7 California Labor Code and applicable Wage Orders.

8 11. During the course of Plaintiff and the Class members' employment with
9 Defendants, they were not paid all wages they were owed, including for all work performed and
10 for all overtime hours worked and were forced to work during their meal and rest breaks.

11 12. As a matter of uniform Company policy, Plaintiff and the Class members were
12 required to work during their meal and rest breaks which were not compensated by Defendants in
13 violation of the California Labor Code. Plaintiff and the Class members were also not paid
14 regular wages and overtime for the time they were required to comply with other requirements
15 imposed upon them, which they had to complete while working through their meal and rest
16 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
17 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
18 appropriate overtime rate for all such hours, including by being required to perform work duties
19 and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class members
20 worked substantial overtime hours during their employment with Defendants for which they were
21 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

22 13. As a result of the above described the daily work demands and pressures to work
23 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
24 Class members were not properly paid for all wages earned and for all wages owed to them by
25 Defendants, including when working more than eight (8) hours in any given day and/or more than
26 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
27 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
28 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and

1 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
2 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
3 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
4 Labor Code, applicable IWC Wage Orders.

5 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
6 continuing to the present, Defendants had a consistent policy or practice of failing to pay
7 Employees for all hours worked and failing to pay minimum wage for all time worked as required
8 by California Law.

9 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
10 continuing to the present, Defendants had a consistent policy or practice of failing to pay
11 Employees overtime compensation at premium overtime rates for all hours worked in excess of
12 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
13 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
14 sections of IWC Wage Orders.

15 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
16 continuing to the present, Defendants have regularly required Employees to work shifts in excess
17 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
18 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
19 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
20 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
21 Defendants failed to provide or deficiently provided. In addition, Defendants maintained a policy
22 or practice by which Employees did not record the start or end times of meal periods to avoid
23 paying premiums.

24 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
26 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
27 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
28 provided or were deficiently provided at one hour of wages at each Employee’s effective regular

1 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

2 18. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
3 continuing to the present, Defendants have consistently failed to provide Employees with timely,
4 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

5 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
6 continuing to the present, Defendants have consistently failed to provide Employees with timely,
7 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

8 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
9 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
10 performance of their job duties for Defendants including the cost of personal cell phone usage,
11 which were necessary to perform their duties under Defendants' employ in violation of Labor
12 Code § 2802.

13 21. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
14 continuing to the present, Defendants have consistently failed to keep accurate time and wage
15 records as required by California wage-and-hour laws. Defendants have maintained a common
16 unlawful policy and practice of failing to accurately record meal breaks.

17 22. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
18 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
19 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
20 required by California wage-and-hour laws.

21 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
22 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
23 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

24 24. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
25 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
26 enjoyed from their violations of Labor Code.

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CLASS ALLEGATIONS

25. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, and have been employed by Defendants within the State of California.

26. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Failure to Reimburse for Necessary Business Expenditures Subclass. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

1 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
2 applicable limitations period, either voluntarily or involuntarily separated from their employment
3 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
4 termination.

5 i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a
6 result of Defendants' business acts and practices, to the extent such acts and practices are found to
7 be unlawful, deceptive, and/or unfair.

8 27. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
9 modify the class description with greater particularity or further division into subclasses or
10 limitation to particular issues.

11 28. This action has been brought and may properly be maintained as a class action
12 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
13 of interest in litigation and proposed class is easily ascertainable.

14 **A. Numerosity**

15 29. The potential members of the class as defined are so numerous that joinder of all
16 the member of the class is impracticable. While the precise number of class members has not been
17 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
18 time period relevant to this lawsuit, employed more than 100 individuals within the State of
19 California.

20 30. Accounting for employee turnover during the relevant time period increases this
21 number substantially. Plaintiff alleges that Defendants' employment records will provide
22 information as to the number and location of all class members.

23 **B. Commonality**

24 31. There are questions of law and fact common to the class that predominate over any
25 questions affecting only individual class members. These common questions of law and fact
26 include:

- 27 a. Whether Defendants failed to pay Employees minimum wages;
28 b. Whether Defendants failed to pay Employees wages for all hours worked;

- 1 c. Whether Defendants failed to pay Employees overtime as required under Labor
2 Code § 510;
- 3 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
4 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
5 premium pay in lieu thereof;
- 6 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
7 Orders, by failing to provide Employees with requisite rest breaks or premium pay
8 in lieu thereof;
- 9 f. Whether Defendants violated Labor Code § 226(a);
- 10 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 11 h. Whether Defendants failed to reimburse Employees for necessary business
12 expenses;
- 13 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
14 wages and compensation due and owing at the time of termination of employment;
- 15 j. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 16 k. Whether Employees are entitled to equitable relief pursuant to Business and
17 Professions Code § 17200 *et seq.*; and
- 18 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*

19 **C. Typicality**

20 32. The claims of the named plaintiff are typical of those of the other Employees.
21 Employees all sustained injuries and damages arising out of and caused by Defendants' common
22 course of conduct in violation of statutes, as well as regulations that have the force and effect of
23 law, as alleged herein.

24 **D. Adequacy of Representation**

25 33. Plaintiff will fairly and adequately represent and protect the interest of Employees.
26 Counsel who represents Employees are experienced and competent in litigating employment class
27 actions.

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1 **E. Superiority of Class Action**

2 34. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
4 questions of law and fact common to all Employees predominate over any questions affecting only
5 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
6 Defendants' illegal policies or practices of failing to compensate Employees properly.

7 35. Class action treatment will allow those persons similarly situated to litigate their
8 claims in the manner that is most efficient and economical for the parties and the judicial system.
9 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(Against All Defendants)**

13 36. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 37. Defendants failed to pay Employees minimum wages for all hours worked.
16 Defendants had a consistent policy of misstating Employees time records and failing to pay
17 Employees for all hours worked. Employees would work hours and not receive wages, including
18 as alleged above in connection with working during meal breaks, worked "pre-shift" without
19 compensation by undergoing Covid-19 screenings, including temperature checks and answering
20 symptom related questionnaires; assisting patients; checking shift assignments; and waiting in
21 line to clock-in. Plaintiff and Employees were also not paid for time spent working off-the-clock
22 by receiving phone calls and text messages. Additionally, Defendants had a consistent policy of
23 failing to pay Employees for hours worked during alleged meal periods for which Employees
24 were consistently denied, as also addressed herein. Moreover, Defendants did not pay Plaintiff
25 and Employees at the applicable minimum wage for all hours worked. Defendants' uniform
26 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
27 Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
28 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

1 38. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
2 states:

3 The minimum wage for employees fixed by the commission is the
4 minimum wage to be paid to employees, and the payment of a less
 wage than the minimum so fixed is unlawful.

5 39. The applicable minimum wages fixed by the commission for work during the
6 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
7 therefore entitled to double the minimum wage during the relevant period.

8 40. The minimum wage provisions of California Labor Code are enforceable by private
9 civil action pursuant to California Labor Code § 1194(a) which states:

10 Notwithstanding any agreement to work for a lesser wage, any
11 employee receiving less than the legal minimum wage or the legal
12 overtime compensation applicable to the employee is entitled to
 recover in a civil action the unpaid balance of the full amount of
 this minimum wage or overtime compensation, including interest
 thereon, reasonable attorney’s fees and costs of suit.

13 41. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
14 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

15 42. California Labor Code § 1194.2 also provides for the following remedies:

16 In any action under Section 1194 . . . to recover wages because of
17 the payment of a wage less than the minimum wages fixed by an
18 order of the commission, an employee shall be entitled to recover
 liquidated damages in an amount equal to the wages unlawfully
 unpaid and interest thereon.

19 43. Defendants have the ability to pay minimum wages for all time worked and have
20 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
21 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

22 44. Wherefore, Employees are entitled to recover the unpaid minimum wages
23 (including double minimum wages), liquidated damages in an amount equal to the minimum
24 wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant
25 to California Labor Code § 1194(a).

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 45. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 46. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
13 paying Employees wages for all hours worked including time off the clock working “pre-shift”
14 without compensation by undergoing Covid-19 screenings, including temperature checks and
15 answering symptom related questionnaires; assisting patients; checking shift assignments; and
16 waiting in line to clock-in. Plaintiff and Employees were also not paid for time spent working
17 off-the-clock by receiving phone calls and text messages. The uncompensated time also included
18 the time Employees worked off-the-clock during meal periods. Employees regularly worked over
19 8 hours on a given day without receiving overtime compensation.

20 47. Defendants’ failure to pay compensation in a timely fashion also constituted a
21 violation of California Labor Code § 204, which requires that all wages shall be paid
22 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
23 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
24 and overtime compensation earned by Employees. Each such failure to make a timely payment of
25 compensation to Employees constitutes a separate violation of California Labor Code § 204.

26 48. Employees have been damaged by these violations of California Labor Code §§
27 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

28 49. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the

relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

50. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

51. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

52. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they were consistently denied. Employees were also required to take meal periods after working well beyond the five (5) hour shifts and what meal periods were provided were often interrupted. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as required by law. In addition, Defendants maintained a policy or practice by which Employees did not record the start or end times of meal periods to avoid paying premiums.

53. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Defendants failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11

1 and 20 of the applicable IWC Wage Order.

2 54. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
3 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
4 period not provided or deficiently provided, a sum to be proven at trial.

5 **FOURTH CAUSE OF ACTION**

6 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

7 **(Against All Defendants)**

8 55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 56. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
11 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
12 not less than ten (10) minutes for each consecutive four (4) hour shift.

13 57. Defendants failed to provide Employees with timely rest breaks of not less than ten
14 (10) minutes for each consecutive four (4) hour shift.

15 58. Moreover, Defendants failed to compensate Employees for each rest period not
16 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
17 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
18 accordance with this section, the employer shall pay the employee one hour of pay at the
19 employee's regular rate of compensation for each workday that the rest period is not provided.
20 Defendants failed to compensate the Employees in the Class for each rest period not provided or
21 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
22 Order.

23 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
24 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
25 worked without the required rest breaks, a sum to be proven at trial.

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FIFTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES
IN VIOLATION OF LABOR CODE § 2802
(Against All Defendants)

60. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

61. Under Labor Code § 2802(a) an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

62. Employees incurred necessary expenditures in the performance of their job duties for Defendants, namely the cost of personal cell phone usage, which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

63. As a result of the unlawful acts of Defendants, Employees have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

64. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

65. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the

1 employer must give the employee these statements twice a month or each time wages are paid.

2 66. Defendants failed to provide Employees with accurate itemized wage statements in
3 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
4 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
5 periods and rest breaks, all of which Defendants knew or reasonably should have known were
6 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
7 confusing and required Employees to engage in discovery and refer to outside sources to verify
8 whether their pay was correct and potentially resulting in a miscalculation by the Employees.

9 67. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
10 Employees suffered injuries, including among other things confusion over whether they received
11 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
12 forcing them to make mathematical computations to analyze whether the wages paid in fact
13 compensated them correctly for all hours worked.

14 68. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
15 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
17 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
18 award of costs and reasonable attorneys' fees.

19 69. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
20 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
21 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
22 employee for each pay period.

23 70. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
24 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
25 shown according to proof.

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SEVENTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174
and 1174.5
(Against All Defendants)

71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

72. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

73. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Employees as required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages, overtime, and premium pay as discussed above.

74. Defendants are also required by the California Labor Code § 1198 and the applicable Wage Order to maintain a tracking system that accurately records the times at which Employees works.

75. Defendants have maintained a common unlawful policy and practice of failing to accurately record meal breaks. At all times relevant hereto, Defendants had maintained an unlawful uniform policy and practice whereby Employees did not record the start and end times of meal breaks.

76. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them.

77. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code, including § 1174.5, for the three (3) years prior to the filing of this Complaint.

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EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

78. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

79. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

80. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

81. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

82. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

NINTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

83. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

84. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

85. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive

1 relief, restitution, and other appropriate equitable relief.

2 86. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
3 business practices.

4 87. Wage-and-hour laws express fundamental public policies. Paying employees their
5 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
6 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
7 to enforce minimum labor standards, to ensure that employees are not required or permitted to
8 work under substandard and unlawful conditions, and to protect law-abiding employers and their
9 employees from competitors who lower costs to themselves by failing to comply with minimum
10 labor standards.

11 88. Defendants have violated statutes and public policies. Through the conduct alleged
12 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
13 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
14 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
15 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
16 guaranteed to all employees under the law.

17 89. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
18 violation of the Business & Professions Code § 17200 *et seq.*

19 90. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
20 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
21 care should have known that their conduct was unlawful; therefore their conduct violates the
22 Business & Professions Code § 17200 *et seq.*

23 91. As a proximate result of the above-mentioned acts of Defendants, Employees have
24 been damaged, in a sum to be proven at trial.

25 92. Unless restrained by this Court, Defendants will continue to engage in such
26 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
27 should make such orders or judgments, including the appointment of a receiver, as may be
28 necessary to prevent the use by Defendants or their agents or employees of any unlawful or

1 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
2 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
3 have unlawfully failed to pay.

4 **TENTH CAUSE OF ACTION**

5 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

6 **(Against All Defendants)**

7 93. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 94. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
10 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
11 alleged violators, Defendants.

12 95. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
13 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
14 penalty provisions, without limitation, based on the following California Labor Code sections:
15 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
16 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

17 96. The penalties shall be allocated as follows: 75% to the Labor and Workforce
18 Development Agency (LWDA) and 25% to the affected employees.

19 97. Employees also seek any and all penalties and remedies set forth in Labor Code §
20 558, which states:

21 (a) Any employer or other person acting on behalf of an employer who
22 violates, or causes to be violated, a section of this chapter or any provision
23 regulating hours and days of work in any order of the Industrial Welfare
24 Commission shall be subject to a civil penalty as follows: (1) For any initial
25 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
26 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

27 (b) If upon inspection or investigation the Labor Commissioner determines that
28 a person had paid or caused to be paid a wage for overtime work in violation of any
provision of this chapter, or any provision regulating hours and days of work in any
order of the Industrial Welfare Commission, the Labor Commissioner may issue a
citation. The procedures for issuing, contesting, and enforcing judgments for

1 citations or civil penalties issued by the Labor Commissioner for a violation of this
2 chapter shall be the same as those set out in Section 1197.1.

3 (c) The civil penalties provided for in this section are in addition to any other
4 civil or criminal penalty provided by law.

5 98. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
6 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$ 250)
7 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
8 for each violation in a subsequent citation, for which the employer fails to provide the employee a
9 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
10 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

11 99. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
12 LWDA and Defendants postmarked on February 2, 2024. The LWDA has not provided notice of
13 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
14 letters.

15 **RELIEF REQUESTED**

16 WHEREFORE, Plaintiff prays for the following relief:

- 17 1. For an order certifying this action as a class action;
- 18 2. For compensatory damages in the amount of the unpaid minimum wages for work
19 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
20 the filing of this action, as may be proven;
- 21 3. For liquidated damages in the amount equal to the unpaid minimum wage and
22 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 23 4. For compensatory damages in the amount of the hourly wage made by Employees
24 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
25 years prior to the filing of this action, as may be proven;
- 26 5. For compensatory damages in the amount of the hourly wage made by Employees
27 for each day requisite rest breaks were not provided or were deficiently provided where no
28 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
be proven;
6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

- 1 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 2 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
- 3 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 4 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 5 10. For restitution for unfair competition pursuant to Business & Professions Code
- 6 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 7 11. For penalties pursuant to Labor Code § 2699, *et seq.* as may be proven;
- 8 12. For compensatory damages in the amount of all previously unreimbursed business
- 9 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
- 10 from four (4) years prior to the original filing of this action, as may be proven;
- 11 13. For an order enjoining Defendants and their agents, servants, and employees, and
- 12 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
- 13 duties adumbrated in this Complaint;
- 14 14. For all general, special, and incidental damages as may be proven;
- 15 15. For an award of pre-judgment and post-judgment interest;
- 16 16. For an award providing for the payment of the costs of this suit;
- 17 17. For an award of attorneys' fees; and
- 18 For such other and further relief as this Court may deem proper and just.

19 DATED: April 8, 2024

D.LAW, INC.

21 By 
22 David Yermian
23 Roman Shkodnik
24 Emma Geesaman
25 Amanda Fazio
26 Attorneys for Plaintiff
27 ERICA GOODEN
28 and the putative class

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DATED: April 8, 2024

By 
 David Yermian
 Roman Shkodnik
 Emma Geesaman
 Amanda Fazio
 Attorneys for Plaintiff
 ERICA GOODEN
 and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

CPEHR, INC.

**RIVER BEND HOLDINGS, LLC dba
RIVER BEND NURSING CENTER**

Jose-Manuel A. DeCastro
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 Los Angeles, CA 91504

[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Natalia Bermudes
Natalia Bermudes