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Electronically FILED by
Superior Court of California,
County of Los Angeles
4/08/2024 3:21 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Aguirre, Deputy Clerk

Attorneys for Plaintiff CRYSTAL GELINEAU as a designated Private Attorney General,
pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CRYSTAL GELINEAU, as a designated
Private Attorney General

Plaintiff,

v.

HEALTH PARTNERS MANAGEMENT
GROUP INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **24STCV08752**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Reimburse Necessary Business Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff CRYSTAL GELINEAU (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 section 2698 et seq. as a result of one or more of the violations of the California Labor Code
6 alleged herein by Defendant HEALTH PARTNERS MANAGEMENT GROUP INC.
7 (“Defendant”). The term “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one
8 (1) year and sixty-five (65) days prior to the filing of the complaint. Plaintiff as a Private Attorney
9 General, reserves the right to amend this complaint to reflect a different “Time Period” as further
10 discovery is conducted.

11 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
12 relief against Defendant for their: (1) failure to pay all wages due, including regular and overtime
13 wages; (2) failure to provide accurate itemized wage statements; (3) failure to provide meal
14 periods or compensation in lieu thereof, (4) failure to provide rest periods or compensation in lieu
15 thereof; (5) failure to reimburse for necessary business expenditures; and (6) failure to pay wages
16 due upon termination of employment.

17 3. At all relevant times herein, Defendant has consistently maintained and enforced
18 the following unlawful policies and practices against its workforce by:

- 19 (a) Willfully refusing to pay all hours worked, including both regular and overtime
20 wages;
- 21 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
22 wages;
- 23 (c) Willfully refusing to provide timely uninterrupted meal and rest periods or
24 adequate compensation in lieu thereof;
- 25 (d) Willfully failing to reimburse for business expenditures; and
- 26 (e) Willfully refusing to pay all wages due upon separation of employment;

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7. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and Professions Code, and California Rules of Court.

Plaintiff

Defendant

11. Plaintiff is informed believes, and 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,

1 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
2 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
3 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
4 joint employers and conspire with one another to increase profits by engaging in the conduct
5 described in this complaint.

6 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
8 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
9 below was acting, at least in part, within the course and scope of that authority as such agent,
10 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
11 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
12 are legally attributable to the other Defendants.

13 **PAGA ADMINISTRATIVE PREREQUISITE**

14 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
15 Attorney General Act (2004), and more specifically, Labor Code section 2698 et seq. seeking
16 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
17 (“PAGA”).

18 14. Prior to filing this complaint, on February 1, 2024, Plaintiff gave written notice by
19 certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
20 Defendant of the specified provisions alleged to have been violated, including the facts and
21 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
22 correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto as Exhibit A.

23 15. More than sixty-five (65) days have passed since Plaintiff submitted her February
24 1, 2024, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and
25 the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
26 Plaintiff further has received no notice of Defendant; intent to cure any of the alleged violations.
27 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private
28 Attorney General with regard to her February 1, 2024, PAGA notice.

FACTUAL ALLEGATIONS

16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California's wage and hour laws for work performed in California. Defendant wrongfully refused to compensate its employees for minimum wages, overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate wage statements, and pay wages owed at the end of the employment, as required under California law.

17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt positions throughout California. Defendant in compensated said positions at an hourly rate less than twice that of the state minimum wage and such positions remained under the direct control and supervision of Defendant. Accordingly, these positions remain non-exempt from California's wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to these non-exempt employees as required by law.

18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common within the State of California.

19. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that by not compensating its employees for all hours worked, including minimum, regular, and overtime wages, for work that was required to be performed was in violation of the California Labor code. In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay its employees earned wages by failing to compensate at the mandatory minimum and overtime wage. Defendant also failed to pay its employees at the requisite overtime and double time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

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1 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
2 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
3 other non-exempt hourly employees the proper rate for meal period premiums when they missed
4 meal breaks. Defendant also failed to accurately calculate the overtime rate for Plaintiff and other
5 non-exempt hourly employees.

6 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
7 or should have known that it was required to provide its employees with itemized wage statements
8 that accurately showed their actual hours worked, total hours worked, number of hours worked at
9 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
10 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
11 employees with accurate itemized wage statements showing their rate of pay, the actual hours
12 worked, correct premium wages earned per pay period, as well as the total hours work per pay
13 period.

14 23. By failing to include on its wage statements all minimum wage and overtime owed,
15 Defendant failed to keep and provide accurate wage statements in violation of the California
16 Labor code.

17 24. Defendant willfully failed to reimburse its employees for necessary business
18 expenses incurred during their employment with Defendant. Specifically, Defendant failed to
19 indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including
20 without limitation, the reimbursement of utilizing their personal cell phones in the discharge of
21 their duties.

22 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that its employees were entitled to timely payment of wages due upon
24 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
25 within permissible time periods, upon separation of employment.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
3 **OVERTIME**

4 **(Plaintiff As a Private Attorney General Against All Defendants)**

5 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
6 complaint as if fully set forth herein.

7 27. Any work in excess of eight (8) hours in any workday and any work in excess of
8 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
9 (1½) times the regular rate of pay for an employee. (Labor Code §510(a).); IWC Wage Order 9-
10 2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
11 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

12 28. Defendant's employees regularly worked over eight (8) hours per day and forty
13 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
14 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
15 (40) hours per week for work performed for the Defendant. Defendant's failure to compensate
16 Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when
17 they missed meal breaks is a violation fo the Labor Code. Employer also failed to accurately
18 calculate the overtime rate for Plaintiff and other non-exempt hourly employees.

19 29. Since the LWDA has not indicated that it will be investigating more than sixty-
20 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
21 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
22 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
23 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
24 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
25 applies to any alleged violation of the following provisions: 510 and 1194.

26 30. Plaintiff is informed and believes that Defendant has violated, and continues to
27 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
28 minimum wages and overtime.

1 31. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
2 penalties for each and every violation shown to exist or to have occurred during the Relevant
3 Time Period, in an amount according to proof, as to those penalties that are otherwise only
4 available to public agency enforcement actions.

5 32. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
6 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
7 interest.

8 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
10 **COMPENSATION IN LIEU THEREOF**

11 **(Plaintiff As a Private Attorney General Against All Defendants)**

12 33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
13 complaint as if fully set forth herein.

14 34. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide
15 that no employer shall employ any person for a work period of more than five (5) hours without
16 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

17 35. Labor Code section 226.7 provides that if an employer fails to provide an
18 employee with a meal period in accordance with this section, the employer shall pay the employee
19 one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
20 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
21 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
22 relieving employees from all work duties during meal periods thereby preventing employees from
23 taking legally compliant meal periods.

24 36. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
25 worked shifts more than five (5) hours in a workday.

26 37. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
27 waive meal periods.

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38. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

40. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

41. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

43. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

45. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant

1 Time Period, in an amount according to proof, as to those penalties that are otherwise only
2 available to public agency enforcement actions.

3 46. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
4 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
5 interest.

6 **FOURTH CAUSE OF ACTION**

7 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
8 **WAGE STATEMENTS**

9 **(Plaintiff As a Private Attorney General Against All Defendants)**

10 47. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
11 complaint as if fully set forth herein.

12 48. Labor Code section 226, subdivision (a), states in pertinent part that, "every
13 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
14 employees, either as a detachable part of the check, draft, or voucher paying the employee's
15 wages, or separately when wages are paid by personal check or cash, an accurate itemized
16 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
17 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
18 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
19 only the last four digits of his or her social security number or an employee identification number
20 other than a social security number; (8) the name and address of the legal entity that is the
21 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
22 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

23 49. Defendant knowingly and intentionally failed to provide timely and accurate
24 itemized wage statements to its employees in accordance with Labor Code section 226,
25 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
26 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and
27 the accurate gross pay. Such failure caused injury to its employees in violation of the California
28 Labor code.

50. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

51. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE

NECESSARY BUSINESS EXPENDITURES

(Plaintiff As a Private Attorney General Against All Defendants)

52. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

53. Labor Code section 2802 states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties...."

54. Defendant failed to reimburse its employees for necessary expenditures as a direct consequence of the discharge of their duties.

55. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on its employees in violation of the California Labor code.

56. Defendant has a corporate practice and policy of requiring its employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees for necessary business expenditures, specifically requiring employees to utilize their personnel cell phones in direct consequence of the discharge of their duties to Defendant.

57. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred

1 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
2 otherwise only available to public agency enforcement actions. Funds recovered will be
3 distributed in accordance with the PAGA.

4 58. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
5 section 2699, subdivision (g)(1), and prejudgment interest.

6 **SIXTH CAUSE OF ACTION**

7 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

8 **TERMINATION OF EMPLOYMENT**

9 **(Plaintiff As a Private Attorney General Against All Defendants)**

10 59. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
11 complaint as if fully set forth herein.

12 60. Employees who ended their employment with Defendant during the Relevant
13 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
14 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
15 and 203.

16 61. Defendant refused and/or failed to promptly compensate its employees for wages
17 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and
18 minimum and overtime compensation owed for work performed for Defendant.

19 62. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
20 Act (2004), and more specifically, Labor Code section 2698 et seq., will seek any and all penalties
21 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
22 each of the following, as set forth in Labor Code section 2699.5, which provides that section
23 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
24 226, 226.7, 510, 512, 1174, 1194, and 2802.

25 63. Plaintiff, as a personal representative of the general public, will and does seek to
26 recover any and all penalties for each and every violation shown to exist or to have occurred
27 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
28

1 otherwise only available to public agency enforcement actions. Funds recovered will be
2 distributed in accordance with the PAGA.

3 64. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
4 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff as a Private Attorney General pray for judgment as follows:

- 7 1. For civil penalties for each violation as provided by law, including, but not
8 limited to, those civil penalties provided by PAGA;
- 9 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
10 2699, subdivision (g), and any other statutory basis or pursuant to the
11 California Rules of Court;
- 12 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
13 subdivision (g), and any other statutory basis; and
- 14 4. For all such other and further relief as the Court may deem just and proper.

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16 Dated: April 8, 2024

MAHONEY LAW GROUP, APC

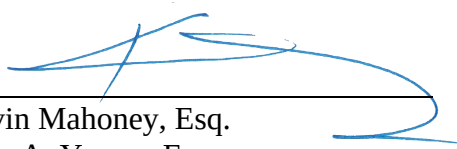
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18 _____
19 Kevin Mahoney, Esq.
20 John A. Young, Esq.
21 Attorneys for Plaintiff CRYSTAL GELINEAU
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EXHIBIT A



John Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

February 1, 2024

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/207>

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5903

Return Receipt Requested

Health Partners Management Group Inc.

1877 N Westwood Blvd.

Poplar Bluff, MO 63901-210

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5910

Return Receipt Requested

Health Partners Management Group Inc.

CT Corporation

330 N Brand Blvd.

Glendale, CA 92103

Re: Gelineau v. Health Partners Management Group Inc

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION SECTIONS 2698 *et seq.***

To: California Labor and Workforce Development Agency, Health Partners Management Group Inc

From: Crystal Gelineau on behalf of herself and aggrieved employees who were subject to Health Partners Management Group Inc's unlawful wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Ms. Crystal Gelineau ("Employee") as a representative for all other aggrieved employees, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

Please be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(l) and 2699.3, subdivision (c)(l) and may lead to action against Health Partners Management Group Inc ("Employer") in a court of law and/or administrative proceedings,

as well as the imposition of substantial penalties and other remedies against Employer, and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

Employer is a nursing home provider and operator throughout California. Employee worked for Employer as a non-exempt employee within the past year.

Employee alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, by failing to provide Employee and all other aggrieved employees all wages for all hours worked, including overtime and double-time wages, failed to provide meal periods or compensation in lieu thereof, failing to provide accurate wage statements, failing to maintain accurate records of hours worked, and failing to pay all compensation due upon separation of employment. Employee and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer as non-exempt employees during the PAGA Period defined as one year prior to the submission of this letter to the Labor Workforce and Development Agency (“LWDA”) and certified mailing to Employer until resolution of these claims.

Employee and other aggrieved employees were regularly not compensated for all hours worked, including overtime and double-time wages, which is in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5. Employers failed to pay Employee and other aggrieved employees the legally mandated wage rates for all hours Employee and other aggrieved employees worked. Employee alleges that Employer failed to include all remuneration when calculating her and other aggrieved employees’ regular rate for purposes of compensating Employee and other aggrieved employees for her overtime under Labor Code Labor Code section 510. Specifically, Employer paid hourly non-exempt employees non-discretionary bonuses and incentive compensation and failed to include this compensation when calculating Employee’s and other aggrieved employees’ regular rate for purposes of overtime rate of pay. Employee will also allege that Employer violated Labor Code section 201 and 202, et seq., due to its uniform policy, practice and procedure of willfully failing to pay the earned and unpaid wages to all such former employees.

Further, Employee, as well as her co-workers were regularly not compensated for all minimum wages as well as overtime for all hours worked, which is in violation of Labor Code §§ 510, 1194, 1182.12, 1197 and is actionable under Labor Code §2699.5. Defendant failed to pay Employee and aggrieved employees the legally mandated wage rates for all hours worked. Instead, Defendant paid Employee and aggrieved employees under a “Rounding Policy” that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.

Employer also failed to provide Employee and other aggrieved employees with timely uninterrupted meal periods. Employer had a practice of failing to adequately staff employees to allow Employee and other aggrieved employees to be completely relieved of all work responsibilities prior to the end of the fifth hour of work. As a result of Employer's policy and practices, Employee and other aggrieved employees did not receive timely uninterrupted meal periods and were not compensated with premium wages for non-compliant meal periods. Further, any meal or rest premium paid by Employer was less than each employees' regular rate of pay, if any were paid. Employer's conduct is in violation of Labor Code sections 226.7 and 512, is also actionable under PAGA.

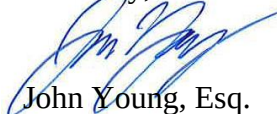
As a result of Employer's failure to pay all wages owed as described herein, Employer violated Labor Code sections 201, 202, 203, 204, 206, and 210 due to their uniform policy, practice, and procedure of failing to timely pay all of the above-mentioned wages earned during and after Employee and the aggrieved employees' employment with Employer.

In addition, Employer failed to maintain accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing premium wages earned per pay period, among other things. This conduct is in violation of Labor Code sections 226, 226.3, 1174, and 1174.5 and is actionable under PAGA.

Lastly, Employee further alleges she and other aggrieved employees were regularly required to use their personal cell phones to communicate with co-workers at their own expense in the discharge of their work duties. Defendants violated California Labor Code section 2802 which obligates employers to reimburse employees for "all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

Employee will bring her lawsuit on behalf of herself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in her complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,



John Young, Esq.

MAHONEY LAW GROUP, APC