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

AMANDA O’CONNOR,

Plaintiff,

vs.

MONROE OPERATIONS, LLC, a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2024-01390760-CU-OE-CXC
*[Assigned for all purposes to the Honorable
Lon F. Hurwitz, Dept CX103]*

**FIRST AMENDED COMPLAINT FOR
DAMAGES FOR:**

- (1) VIOLATION OF CAL. LABOR CODE § 226**
- (2) VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512 – MEAL BREAKS**
- (3) VIOLATION OF CAL. LABOR CODE § 226.7 – REST BREAKS**
- (4) VIOLATION OF CAL. BUS. & PROF. CODE § 17200, *ET SEQ.***

Action Filed: April 3, 2024
Trial Date: None set

DEMAND OVER \$25,000

1 Plaintiff Amanda O'Connor ("Plaintiff") hereby submits this First Amended Complaint against
2 Monroe Operations, LLC, a Delaware corporation ("Defendant" or "Company"), and Does 1-50
3 (hereinafter collectively referred to as "Defendants"), for failure to provide accurate and complete
4 wage statements, failure to provide legally compliant meal breaks, failure to provide legally compliant
5 rest breaks, and failure to pay wages in a timely manner upon separation of employment, and penalties
6 under the California Labor Code, and for restitution, as follows:

7 **INTRODUCTION**

8 1. This action is within the Court's jurisdiction under California Labor Code sections 201-
9 203, 226, 226.7, 512 and the applicable Wage Orders of the Industrial and Welfare Commission (the
10 "IWC").

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code.

13 3. Plaintiff is informed and believes and based thereon alleges that Defendants jointly and
14 severally have acted intentionally and with deliberate indifference and conscious disregard by failing
15 to provide accurate and complete wage statements, failing to provide legally compliant meal periods,
16 failing to provide legally complaint rest periods, and failing to pay wages in a timely manner upon
17 separation of employment.

18 **JURISDICTION AND VENUE**

19 4. The Court has jurisdiction over the violations of California Labor Code sections 201-
20 203, 226, 226.7, and 512.

21 5. Venue is proper in Orange County because Defendants' principal place of business is
22 located in Irvine, California.

23 **PARTIES**

24 6. In or around December 2021, Plaintiff was hired by Defendant as a Care Coordinator.
25 While a Care Coordinator, Plaintiff was a non-exempt employee. In March 2023, Plaintiff became a
26 Residential Care Supervisor, which was an exempt position. Plaintiff stopped working for Defendant
27 in or around August 2023.

28 7. Plaintiff is informed and believes and based thereon alleges that Defendant was and is a

1 limited liability company which operates behavioral treatment facilities throughout California.

2 8. Plaintiff is informed and believes and based thereon alleges that at all times herein
3 mentioned Defendant and DOES 1 through 50 are and were business entities, individuals, and
4 partnerships, licensed to do business and actually doing business in the State of California.

5 9. As such, and based upon all the facts and circumstances incident to Defendants'
6 business in California, Defendants are subject to Labor Code sections 201-203, 226, 226.7, 512 and
7 the applicable Wage Orders.

8 10. Plaintiff does not know the true names or capacities, whether individual, partner or
9 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
10 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint
11 when the true names and capacities are known. Plaintiff is informed and believes and based thereon
12 alleges that each of said fictitious Defendants was responsible in some way for the matters alleged
13 herein and proximately caused Plaintiff to be subject to the illegal employment practices, wrongs and
14 injuries complained of herein.

15 11. At all times herein mentioned, each of said Defendants participated in the doing of the
16 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
17 and each of them, were the agents, servants, and employees of each of the other Defendants, as well as
18 the agents of all Defendants, and at all times herein mentioned, were acting within the course and
19 scope of said agency and employment.

20 12. Plaintiff is informed and believes and based thereon alleges that at all times material
21 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer
22 of, or working in concert with each of the other co-Defendants and was acting within the course and
23 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,
24 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants
25 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

26 13. At all times herein mentioned, Defendants, and each of them, were members of, and
27 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
28 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

1 14. At all times herein mentioned, the acts and omissions of various Defendants, and each
2 of them, concurred and contributed to the various acts and omissions of each and all of the other
3 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein
4 mentioned, Defendants, and each of them, ratified each and every act or omission complained of
5 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts
6 and omissions of each and all of the other Defendants in proximately causing the damages as herein
7 alleged.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE § 226**

10 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

11 15. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
12 fully set forth herein.

13 16. Defendant, as a matter of policy and practice, did not provide accurate wage
14 statements, in violation of Labor Code section 226(a).

15 17. Labor Code section 226(a)(8) requires that employers provide accurate itemized
16 statements showing the name and address of the legal entity that is the employer. The wage statements
17 provided to Plaintiff failed to include the correct name of Defendant. Instead, the wage statements
18 only identified the Company's name as "Newport Healthcare." Newport Healthcare is not a registered
19 DBA of Defendant in any county in the State of California.

20 18. Such a pattern, practice and uniform administration of corporate policy as described
21 herein is unlawful and creates an entitlement to recovery by the Plaintiff, in a civil action, for all
22 damages or penalties pursuant to Labor Code section 226, including interest thereon, attorneys' fees,
23 and costs of suit according to the mandate of California Labor Code section 226.

24 **SECOND CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

26 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

27 19. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
28 fully set forth herein.

20. Defendant, as a matter of policy and practice, did not provide duty-free meal periods, in violation of Labor Code sections 226.7 and 512, which require an employer to provide employees with an uninterrupted 30-minute meal period for each shift of more than 5 hours. Additionally, an employer is required to make a second uninterrupted meal period available to an employee who works above ten (10) hours in a day.

21. As a pattern and practice, Defendant failed to provide Plaintiff with required meal breaks in compliance with the law. Defendant required Plaintiff to remain on the premises during her meal breaks and to continue to provide care to Defendants' customers. As such, Defendants are responsible for paying premium compensation for missed meal periods pursuant to Labor Code §§ 226.7, 512 and the applicable IWC Wage Order. Defendant, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each meal period Plaintiff missed.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendant's willful failure to pay all wages due and owing to Plaintiff upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor Code § 203.

23. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 226.7 and 512.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226.7

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

25. Defendant, as a matter of policy and practice, did not provide duty-free rest periods in violation of Labor Code section 226.7, which requires an employer to provide employees with an uninterrupted 10-minute rest period for each shift of more than 3.5 hours.

26. As a pattern and practice, Defendants failed to provide Plaintiff with required rest breaks in compliance with the law. Defendants required Plaintiff to remain on the premises during her rest breaks and to continue to provide care to Defendants' customers. As such, Defendants are responsible for paying premium compensation for missed rest periods pursuant to Labor Code §§ 226.7 and the applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each rest period Plaintiff missed.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to pay all wages due and owing to Plaintiff upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff is entitled to compensation pursuant to Labor Code § 203.

28. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.7.

FOURTH CAUSE OF ACTION

VIOLATIONS OF THE UCL, BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.

(BY PLAINTIFF AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

30. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, include, to wit, by: (1) failing to provide meal periods in violation of Labor Code §§ 226.7 and 512; (2) failing to provide rest periods in violation of Labor Code § 226.7.

31. Defendants' utilization of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

32. Plaintiff seeks, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

33. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive, and unfair business practices, as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff the minimum working condition standards and conditions due to her under the California laws as specifically described therein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code section 226, and for costs and attorneys' fees;

2. Upon the Second Cause of Action, for damages and/or penalties pursuant to statute as set forth in Labor Code §§ 201-203, 226.7 and 512, and for costs and attorneys' fees;

3. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute as set forth in Labor Code §§ 201-203 and 226.7, and for costs and attorneys' fees;

4. Upon the Fourth Cause of Action, for restitution to Plaintiff of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200, *et seq.*;

5. On all causes of action for attorneys' fees and costs as provided by California Labor Code §§ 201-203, 218.5, 226, 226.7, 512, and Code of Civil Procedure § 1021.5; and

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

1 DATED: June 4, 2024

THE KICK LAW FIRM

2
3 By: 

Nick Rosenthal

4 Attorneys for Plaintiff AMANDA O’CONNOR

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049.

On the below executed date, I served the document(s) described as:

- **FIRST AMENDED COMPLAINT FOR DAMAGES**

on the interested parties in this action by sending a true copy thereof to interested parties as follows:

Penny Chen Fox K&L Gates LLP 10100 Santa Monica Blvd, 8th Fl. Los Angeles, California 90067 Phone: 310.552.5033 Fax: 310.552.5001 penny.chen@klgates.com	<i>Attorneys for Defendants</i>
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[✓] **BY E-SERVICE: By e-mail or electronic transmission.** Based on an agreement of the parties to accept service by e-mail transmission or a request that the party or parties, who have appeared and are represented by counsel identified below I caused the documents to be sent to the person(s) at the address(es) at the e-mail address(es) listed below in keeping with California Rules of Court, Appendix I (Emergency Rules Related to COVID-19), Emergency rule 12 (Electronic service). The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful, to the addressees as stated below.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 4, 2024.

/s/ Alina Muresan
Alina Muresan