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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NADINE M. ZAMORA, individually, on behalf
of all others similarly situated, the State of
California, and other aggrieved employees,

Plaintiff,

v.

INLAND MEDICAL ENTERPRISES, INC., a
California corporation; ALCOTT
REHABILITATION HOSPITAL, an unknown
entity; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV05102

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5); and
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff NADINE M. ZAMORA (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants INLAND MEDICAL
6 ENTERPRISES, INC., ALCOTT REHABILITATION HOSPITAL, and DOES 1 through 10
7 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and
8 unfair business practices stemming from Defendants’ failure to pay for all hours worked
9 (minimum, straight time, and overtime wages), failure to provide meal periods, failure to
10 authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate
11 wage statements, failure to furnish accurate wage statements, and failure to produce requested
12 employment records.

13 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
14 class action on behalf of himself and certain current and former employees of Defendants
15 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
16 below). The Class consists of Plaintiff and all other persons who have been employed by any
17 Defendant in California as an hourly-paid or non-exempt employee during the statute of
18 limitations period applicable to the claims pleaded here.

19 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
20 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
21 Plaintiff, the State of California, and past and present non-exempt employees by Defendants in
22 the State of California during the statute of limitations period for his PAGA claim (hereinafter
23 referred to as the “Aggrieved Employees”).

24 4. Defendants own/owned and operate/operated an industry, business, and
25 establishment within the State of California, including Los Angeles County. As such, and based
26 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
27 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
28 Commission (“IWC”), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period, Defendants
2 maintained a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum,
4 straight time, and overtime wages in compliance with the California Labor
5 Code and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and
9 failing to pay an additional hour's pay for each workday a meal period
10 violation occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Willfully failing to pay employees all minimum wages, straight time
16 wages, overtime wages, meal period premium wages, and rest period
17 premium wages due within the time period specified by California law
18 when employment terminates;
- 19 (e) Failing to provide employees with accurate, itemized wage statements
20 containing all the information required by the California Labor Code and
21 IWC Wage Orders; and
- 22 (f) Failing to timely produce requested employment records as required by the
23 California Labor Code and IWC Wage Order.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.

28 7. At all relevant times, Defendants were and are legally responsible for all of the

unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiff

8. Plaintiff NADINE M. ZAMORA is a California resident who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately August 2023 to approximately December 2023.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants INLAND MEDICAL ENTERPRISES, INC. and ALCOTT REHABILITATION HOSPITAL, are, and at all times herein mentioned, were:

- (a) Business entities qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,
- (b) The former employer of Plaintiff and the current and/or former employer of the putative Class, and the current and/or former employers of the Aggrieved Employees because Defendants INLAND MEDICAL ENTERPRISES, INC. and ALCOTT REHABILITATION HOSPITAL, suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by

1 Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this
2 complaint to set forth the true names and capacities of these Defendants when they have been
3 ascertained, together with appropriate charging allegations, as may be necessary.

4 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
5 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
6 and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in
7 the State of California.

8 13. Plaintiff is informed and believes and thereon alleges that at all relevant times
9 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
10 the other employees described in the class definitions below, and the Aggrieved Employees and
11 exercised control over their wages, hours, and working conditions. Plaintiff is informed and
12 believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent,
13 partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent
14 corporation, successor in interest and/or predecessor in interest of some or all of the other
15 Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for
16 profit, and bore such other relationships to some or all of the other Defendants so as to be liable
17 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes
18 and thereon alleges that each Defendant acted pursuant to and within the scope of the
19 relationships alleged above, that each Defendant knew or should have known about, and
20 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
21 Defendants.

22 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 14. Plaintiff worked for Defendants in Los Angeles County, California as an hourly-
24 paid, non-exempt employee from approximately August 2023 to approximately December 2023.
25 During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and
26 classified him as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at
27 least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked
28 more than eight hours in a workday and/or more than forty (40) hours in a workweek.

1 15. Throughout Plaintiff’s employment, Defendants failed to pay for all hours worked
2 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
3 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to
4 timely pay all final wages to Plaintiff when Defendants terminated his employment, failed to
5 furnish accurate wage statements to Plaintiff, and failed to produce requested employment
6 records. As discussed below, Plaintiff’s experience working for Defendants was typical and
7 illustrative.

8 16. Throughout the statutory period, Defendants maintained a policy and practice of
9 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including
10 minimum, straight time, and overtime wages. Defendants required Plaintiff, the Class, and the
11 Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring
12 Plaintiff, the Class, and the Aggrieved Employees to perform work-related duties during unpaid
13 meal periods and after clocking out for the workday. Some of this unpaid work should have been
14 paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to
15 maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.

16 17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
17 the Class, the Aggrieved Employees, or some of them, with legally compliant meal periods.
18 Defendants regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees
19 to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted,
20 and duty-free meal period for every five hours of work, or without compensating Plaintiff, the
21 Class, and the Aggrieved Employees for meal periods that were not provided by the end of the
22 fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over
23 Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them
24 to perform work tasks which could not be completed without working in lieu of taking
25 mandatory meal periods, or by denying Plaintiff, the Class, and the Aggrieved Employees
26 permission to take a meal period. Accordingly, Defendants’ policy and practice was not to
27 provide meal periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with
28 California law.

1 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
2 and permit Plaintiff, the Class, the Aggrieved Employees, or some of them, to take legally
3 compliant rest periods. Defendants regularly required Plaintiff, the Class, and the Aggrieved
4 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
5 permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of
6 work (or major fraction of four hours), or without compensating Plaintiff, the Class, and the
7 Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants
8 continued to assert control over Plaintiff, the Class, and the Aggrieved Employees by requiring,
9 pressuring, or encouraging them to perform work tasks which could not be completed without
10 working in lieu of taking mandatory rest periods, or by denying Plaintiff, the Class, and the
11 Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and
12 practice was to not authorize and permit Plaintiff, the Class, and the Aggrieved Employees to
13 take rest periods in compliance with California law.

14 19. Throughout the statutory period, Defendants willfully failed and refused to timely
15 pay Plaintiff, the Class, the Aggrieved Employees, or some of them, all final wages due at their
16 termination of employment. In addition, Plaintiff's final paychecks did not include payment for
17 all minimum wages, straight time wages, overtime wages, meal period premium wages, and rest
18 period premium wages owed to him by Defendants at the conclusion of his employment. On
19 information and belief, Defendants' failure to timely pay Plaintiff's final wages when his
20 employment terminated was not a single, isolated incident, but was instead consistent with
21 Defendants' policy and practice that applied to Plaintiff, the Class, and the Aggrieved
22 Employees.

23 20. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
24 the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all
25 applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including
26 correct hours worked, correct wages for meal periods that were not provided in accordance with
27 California law, and correct wages for rest periods that were not authorized and permitted to take
28 in accordance with California law). As a result of these violations of California Labor Code §

226(a), the Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff, the Class, and the Aggrieved Employees were

entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

21. On January 19, 2024, Plaintiff sent requests through his counsel to Defendants for his personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of the requested employment records for Plaintiff as of the date of this Complaint.

CLASS ACTION ALLEGATIONS

22. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

23. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

24. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

25. At all material times, Plaintiff was a member of the Class.

26. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

27. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020.”

1 numerous that joinder of all members would be unfeasible and impractical.
2 The membership of the entire Class is unknown to Plaintiff at this time;
3 however, the Class is estimated to be greater than forty (40) individuals
4 and the identity of such membership is readily ascertainable by inspection
5 of Defendants' records.

6 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
7 the interests of each Class Member with whom there is a shared, well-
8 defined community of interest, and Plaintiff's claims (or defenses, if any)
9 are typical of all Class Members' claims as demonstrated herein.

10 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
11 the interests of each Class Member with whom there is a shared, well-
12 defined community of interest and typicality of claims, as demonstrated
13 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
14 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
15 the rules governing class action discovery, certification, and settlement.
16 Plaintiff has incurred, and throughout the duration of this action, will
17 continue to incur costs and attorneys' fees that have been, are, and will be
18 necessarily expended for the prosecution of this action for the substantial
19 benefit of each class member.

20 (d) Superiority: A Class Action is superior to other available methods for the
21 fair and efficient adjudication of the controversy, including consideration
22 of:

- 23 1) The interests of the members of the Class in individually
24 controlling the prosecution or defense of separate actions;
- 25 2) The extent and nature of any litigation concerning the controversy
26 already commenced by or against members of the Class;
- 27 3) The desirability or undesirability of concentrating the litigation of
28 the claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

28. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to include non-discretionary bonuses, commissions, monetary and non-monetary incentives, production pay, performance pay, and/or shift differentials in the calculation of the Class Members' regular rate of pay used to calculate the overtime rate for the payment of overtime wages;
- (c) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (d) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (e) Failed to provide Class Members with timely final wages;
- (f) Failed to provide Class Members with accurate wage statements;
- (g) Failed to produce requested employment records; and,

- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

29. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from

those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

30. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

32. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

33. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class, or some of them, compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

34. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

35. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

36. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class, or some of them, for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.

37. At all times relevant hereto, Defendants failed to include non-discretionary bonuses, commissions, monetary and non-monetary incentives, production pay, performance pay, and/or shift differentials in the calculation of Plaintiff's and the other Class Members' regular rate of pay used to calculate the overtime rate for the payment of overtime wages.

38. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

39. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

40. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages twice a month.

41. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

42. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

43. California Labor Code § 510 provides that employees in California shall not be

1 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
2 receive additional compensation beyond their regular wages in amounts specified by law.

3 44. California Labor Code §§ 1194 and 1198 provide that employees in California
4 shall not be employed more than eight hours in any workday unless they receive additional
5 compensation beyond their regular wages in amounts specified by law. Additionally, California
6 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
7 by the IWC is unlawful.

8 45. At all times relevant hereto, Plaintiff and the Class, or some of them, have worked
9 more than eight hours in a workday and/or more than forty (40) hours in a workweek, as
10 employees of Defendants.

11 46. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class, or
12 some of them, overtime compensation for the hours they have worked in excess of the maximum
13 hours permissible by law as required by California Labor Code §§ 510 and 1198.

14 47. By virtue of Defendants' unlawful failure to pay additional premium rate
15 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
16 Class, or some of them, have suffered, and will continue to suffer, damages in amounts which are
17 presently unknown to them but which exceed the jurisdictional minimum of this Court and which
18 will be ascertained according to proof at trial.

19 48. By failing to keep adequate time records required by Labor Code § 1174(d),
20 Defendants have made it difficult to calculate the full extent of overtime compensation due to
21 Plaintiff and the Class.

22 49. Plaintiff and the Class also request recovery of overtime compensation according
23 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
24 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
25 California Labor Code and/or other statutes.

26 50. California Labor Code § 204 requires employers to provide employees with all
27 wages due and payable twice a month. The Wage Orders also provide that every employer shall
28 pay to each employee, on the established payday for the period involved, overtime wages for all

overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class, or some of them, with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

51. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

52. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiff's and the Class' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

53. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class, or some of them, with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class, or some of them, to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

54. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

55. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

56. Defendants are required by California law to authorize and permit breaks of ten

uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

57. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class, or some of them, to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

58. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

59. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

60. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

61. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

62. Defendants' failure to pay those Class members, or some of them, who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

64. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

65. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

67. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours

1 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
2 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
3 on written orders of the employee may be aggregated and shown as one item, (5) net wages
4 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
5 employee and the last four digits of his or her social security number or an employee
6 identification number other than a social security number, (8) the name and address of the legal
7 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
8 the corresponding number of hours worked at each hourly rate by the employee.

9 68. Defendants have intentionally and willfully failed to provide employees with
10 complete and accurate wage statements. The deficiencies include, among other things, the
11 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
12 the true “total hours worked by the employee,” and the failure to list the true net wages earned.

13 69. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff
14 and the Class have suffered injury and damage to their statutorily protected rights.

15 70. Specifically, Plaintiff and the members of the Class have been injured by
16 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied
17 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
18 statements under California Labor Code § 226(a).

19 71. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
20 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
21 a result of having to bring this action to attempt to obtain correct wage information following
22 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
23 laws and regulations.

24 72. Plaintiff and the Class are entitled to recover from Defendants the greater of their
25 actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or
26 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

27 73. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
28 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor

Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Produce Requested Employment Records)

74. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

75. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

76. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows for a civil penalty of seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

77. As set forth above, Plaintiff and the Class are current and former employees of Defendants.

78. As set forth above, Plaintiff sent written requests through his counsel to Defendants for his payroll records, timecards, and personnel records. However, Plaintiff has not received any of his requested records as of the date of this Complaint.

79. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely produce the required records requested by Plaintiff.

80. On information and belief, Defendants' failure to provide Plaintiff with his requested employment records is not an isolated incident but was instead consistent with Defendants' policy and practice that applied to Plaintiff and the Class.

81. Pursuant to California Labor Code §§ 226 and 1198.5, Plaintiff and the Class are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with sections 226 and 1198.5, and attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

82. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

83. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

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

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

86. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

87. Defendants' failure to pay minimum and straight time wages, and other benefits in

violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

88. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

89. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

90. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

91. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

92. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

93. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

94. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair,

1 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
2 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
3 practices in the future.

4 95. Plaintiff, individually, and on behalf of members of the putative class, has no
5 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
6 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
7 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
8 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
9 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
10 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

11 96. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
12 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
13 withholdings.

14 97. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
15 and putative Class Members are entitled to restitution of the wages withheld and retained by
16 Defendants during a period that commences four years and 178 days prior to the filing of this
17 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
18 Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil
19 Procedure § 1021.5 and other applicable laws; and an award of costs.

20 **NINTH CAUSE OF ACTION**

21 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act** 22 **of 2004, Cal. Lab. Code § 2698 *et seq.*)**

23 98. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
24 through 22 in this Complaint.

25 99. At all times herein mentioned, Defendants were subject to the Labor Code of the
26 State of California and the applicable Industrial Welfare Commission Orders.

27 100. California Labor Code § 2699(a) specifically provides for a private right of action
28 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of

1 law, any provision of this code that provides for a civil penalty to be assessed and collected by
2 the Labor and Workforce Development Agency or any of its departments, divisions,
3 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
4 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
5 herself and other current or former employees pursuant to the procedures specified in Section
6 2699.3.”

7 101. Plaintiff has exhausted his administrative remedies pursuant to California Labor
8 Code § 2699.3. He gave written notice by online filing to the LWDA and by certified mail to
9 Defendant of the specific provisions of the Labor Code that Defendant violated against Plaintiff
10 and current and former aggrieved employees, including the facts and theories to support the
11 violations. Plaintiff also paid the filing fee.

12 102. The LWDA has not indicated that it intends to investigate Defendant’s Labor
13 Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to
14 recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor
15 Code described in this Complaint. These penalties include, but are not limited to, penalties under
16 California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

17 103. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
18 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
19 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
20 to be shown according to proof at trial. These penalties are in addition to all other remedies
21 permitted by law.

22 104. In addition, Plaintiff seeks an award of reasonable attorney’s fees and costs
23 pursuant to California Labor Code § 2699(g)(1), which states, “Any employee who prevails in
24 any action shall be entitled to an award of reasonable attorney’s fees and costs.”

25 ///

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
11. For unpaid wages at overtime wage rates as may be appropriate;
12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

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

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

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

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated the records producing provisions of California Labor Code §§ 226 and 1198.5 and applicable IWC Wage Orders, and willfully failed to produce the required and requested documents thereto;

37. For all actual damages, according to proof;

38. For statutory penalties pursuant to the California Labor Code §§ 226 and 1198.5;

39. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and

1 permit rest periods, and failing to produce requested employment records;

2 43. For restitution of unpaid wages to Plaintiff and all Class Members and
3 prejudgment interest from the day such amounts were due and payable;

4 44. For the appointment of a receiver to receive, manage and distribute any and all
5 funds disgorged from Defendants and determined to have been wrongfully acquired by
6 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

7 45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure § 1021.5;

9 46. For injunctive relief to ensure compliance with this section, pursuant to California
10 Business & Professions Code §§ 17200, *et seq.*; and,

11 47. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Ninth Cause of Action

13 48. That the Court declare, adjudge and decree that Defendants violated the California
14 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
15 overtime wages), failing to provide meal periods and pay the correct amount of meal period
16 premium wages, failing to authorize and permit rest periods and pay the correct amount of rest
17 period premium wages, failing to pay all wages owed twice per month, failing to maintain
18 accurate records of hours worked and meal breaks, failing to pay all final wages to terminated
19 employees, and failing to furnish accurate wage statements.

20 49. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 50. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all
23 other applicable Labor Code provisions;

24 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
25 California Labor Code § 2699; and

26 52. For such other and further relief as the Court may deem equitable and appropriate.

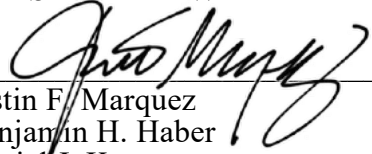
27 As to all Causes of Action

28 53. For any additional relief that the Court deems just and proper.

Dated: July 9, 2024

Respectfully submitted,

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Benjamin H. Haber
Daniel J. Kramer

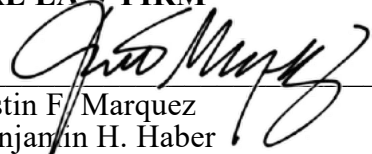
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: July 9, 2024

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Benjamin H. Haber
Daniel J. Kramer

Attorneys for Plaintiff

Zamora v. Inland Medical Enterprises, Inc., et al.
24STCV05102

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rpadilla@wilshirelawfirm.com.

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(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

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

Rebecca Padilla