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Attorneys for Plaintiffs
RUTHIE WEAVER and BRIANAH ELLIS,
individually and on behalf of all others
similarly situated

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

RUTHIE WEAVER, an individual, on behalf
of herself and all others similarly situated; and
BRIANAH ELLIS, an individual, on behalf of
herself and all others similarly situated

Plaintiff,

vs.

CULVER WEST HEALTH CENTER, LLC, a
California limited liability company; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: 23STCV07037

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to
Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized
Wage Statements
7. Failure to Maintain Required Records
8. Failure to Indemnify Employees for
Necessary Expenditures Incurred in
Discharge of Duties
9. Unfair and Unlawful Business Practices
10. Penalties under the Labor Code Private
Attorneys General Act, as Representative
Action

DEMAND FOR JURY TRIAL

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1 calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages
2 due to discharged and quitting employees, failure to indemnify employees for necessary
3 expenditures and/or losses incurred in discharging their duties, failure to provide accurate
4 itemized wage statements, failure to maintain required records, and interest, attorneys' fees, costs,
5 and expenses.

6 6. PLAINTIFFS bring this action on behalf of themselves and the following
7 similarly situated class of individuals ("CLASS MEMBERS"): all current and former non-
8 exempt employees of DEFENDANTS in the State of California at any time within the period
9 beginning four (4) years prior to the filing of this action and ending at the time this action
10 settles or the class is certified (the "CLASS PERIOD"). PLAINTIFFS reserve the right to
11 name additional class representatives.

12 7. PLAINTIFFS are informed and believe, and thereon allege, that Defendant
13 CULVER WEST HEALTH, is, and at all times relevant hereto was, a California limited liability
14 company. PLAINTIFFS are further informed and believe, and thereon allege, that Defendant
15 CULVER WEST HEALTH, is authorized to conduct business in the State of California, and does
16 conduct business in the State of California. Specifically, Defendant CULVER WEST HEALTH,
17 maintains offices and facilities and conducts business in, and engages in illegal payroll practices
18 or policies in, the County of Los Angeles, State of California.

19 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
20 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE DEFENDANTS under
21 fictitious names. PLAINTIFFS are informed and believe, and thereon allege, that each
22 Defendants designated as a DOE is in some manner highly responsible for the occurrences
23 alleged herein, and that PLAINTIFFS and CLASS MEMBERS' injuries and damages, as alleged
24 herein, were proximately caused by the conduct of such DOE DEFENDANTS. PLAINTIFFS
25 will seek leave of the court to amend this Complaint to allege their true names and capacities of
26 such DOE DEFENDANTS when ascertained.

27 9. At all relevant times herein, DEFENDANTS were the joint employers of
28 PLAINTIFFS and CLASS MEMBERS. PLAINTIFFS are informed and believe, and thereon

1 allege, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
2 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
3 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
4 ostensible, of each other. Each Defendants was completely dominated by his, her or its co-
5 Defendants, and each was the alter ego of the other.

6 10. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS were
7 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
8 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
9 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
10 PLAINTIFFS and CLASS MEMBERS all wages earned and due, through methods and schemes
11 which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and
12 meal periods; failing to properly maintain records; failing to provide accurate itemized statements
13 for each pay period; failing to properly compensate PLAINTIFFS and CLASS MEMBERS for
14 necessary expenditures; and requiring, permitting or suffering the employees to work off the
15 clock, in violation of the California Labor Code and the applicable Welfare Commission ("IWC")
16 Orders.

17 11. PLAINTIFFS are informed and believe, and thereon allege, that each and every
18 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
19 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
20 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
21 and scope of said agency, employment and/or direction and control.

22 12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
23 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
24 provision regulating minimum wages or hours and days of work in any order of the Industrial
25 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

26 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,
27 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, from loss of
28 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction

of this Court.

CLASS ACTION ALLEGATIONS

14. This action is appropriately suited for a Class Action because:

a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.

b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.

c. The claims of PLAINTIFFS are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.

d. PLAINTIFFS are able to fairly and adequately protect the interests of all members of the class because it is in their best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]

(Against DEFENDANTS)

15. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

16. During the CLASS PERIOD, as part of DEFENDANTS illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFFS and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFFS and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 5-2001, § 11.

1 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
2 Order No. 5-2001, § 11 by failing to compensate PLAINTIFFS and CLASS MEMBERS who
3 were not provided with a meal period, in accordance with the applicable wage order, one
4 additional hour of compensation at each employee's regular rate of pay for each workday that a
5 meal period was not provided.

6 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
7 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFFS and CLASS
8 MEMBERS for all hours worked during their meal periods.

9 19. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
10 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
11 earned and due, interest, penalties, expenses, and costs of suit.

12 **SECOND CAUSE OF ACTION**

13 **Failure to Provide Required Rest Periods**

14 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

15 **(Against DEFENDANTS)**

16 20. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
17 the allegations in the foregoing paragraphs.

18 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
19 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
20 failed to provide rest periods to PLAINTIFFS and CLASS MEMBERS as required under
21 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

22 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
23 Order No. 5-2001, § 12 by failing to pay PLAINTIFFS and CLASS MEMBERS who were not
24 provided with a rest period, in accordance with the applicable wage order, one additional hour of
25 compensation at each employee's regular rate of pay for each workday that a rest period was not
26 provided.

27 23. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
28 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages

1 earned and due, interest, penalties, expenses, and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

5 **(Against DEFENDANTS)**

6 24. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
7 the allegations in the foregoing paragraphs.

8 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
9 2001, § 3, DEFENDANTS are required to compensate PLAINTIFFS and CLASS MEMBERS for
10 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
11 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
12 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
13 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
14 on the seventh consecutive day of work in any workweek.

15 26. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
16 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
17 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
18 PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as required under the
19 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
20 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
21 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting
22 or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring, permitting or
23 suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest breaks; illegally
24 and inaccurately recording time in which PLAINTIFFS and CLASS MEMBERS worked; failing
25 to properly maintain PLAINTIFFS' and CLASS MEMBERS' records; failing to provide accurate
26 itemized wage statements to PLAINTIFFS for each pay period; and other methods to be
27 discovered.

28 27. In violation of California law, DEFENDANTS have knowingly and willfully

1 refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all
2 wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS
3 MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
4 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking
5 to compel DEFENDANTS to fully perform their obligations under state law, all to their
6 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
7 this Court.

8 28. DEFENDANTS conduct described herein violates California Labor Code §§ 510,
9 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
10 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
11 Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the
12 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
13 fees, expenses, and costs of suit.

14 **FOURTH CAUSE OF ACTION**

15 **Failure to Pay Minimum Wages**

16 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

17 **(Against DEFENDANTS)**

18 29. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
19 the allegations in the foregoing paragraphs.

20 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
21 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
22 worked in a payroll period is unlawful.

23 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFFS and
24 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
25 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring,
26 permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through meal and rest
27 breaks; illegally and inaccurately recording time in which PLAINTIFFS and CLASS MEMBERS
28 worked; failing to properly maintain PLAINTIFFS' and CLASS MEMBERS' records; failing to

1 provide accurate itemized wage statements to PLAINTIFFS and CLASS MEMBERS for each
2 pay period; and other methods to be discovered.

3 32. DEFENDANTS conduct described herein violates California Labor Code §§ 1194,
4 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
5 violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to
6 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
7 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFFS and
8 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
9 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

12 **[Cal. Labor Code §§ 201, 202, 203]**

13 **(Against DEFENDANTS)**

14 33. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
15 the allegations in the foregoing paragraphs.

16 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
17 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
18 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
19 and unpaid at the time of discharge are due and payable immediately.

20 35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
21 required to pay all accrued wages due to an employee no later than 72 hours after the employee
22 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
23 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

24 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in
25 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
26 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
27 compensation to the employee at the same rate for up to 30 workdays.

28 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued

1 wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance with
2 California Labor Code §§ 201 and 202.

3 38. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available
4 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
5 together with interest thereon, as well as other available remedies.

6 39. As a proximate result of DEFENDANTS unlawful actions and omissions,
7 PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount
8 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
9 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
10 to California Labor Code §§ 1194 and 2699.

11 **SIXTH CAUSE OF ACTION**

12 **Failure to Furnish Accurate Itemized Wage Statements**

13 **[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]**

14 **(Against DEFENDANTS)**

15 40. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
16 the allegations in the foregoing paragraphs.

17 41. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
18 PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in
19 writing showing each employee's gross wages earned, total hours worked, the number of piece-
20 rate units earned and any applicable piece rate, all deductions made, net wages earned, the name
21 and address of the legal entity or entities employing PLAINTIFFS and CLASS MEMBERS, the
22 inclusive dates of the period for which the employee is paid, only the last four digits of the
23 employees social security number or an employee identification number other than a social
24 security number, and all applicable hourly rates in effect during each pay period and the
25 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
26 § 226 and IWC Wage Order No. 5-2001, § 7.

27 42. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
28 to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage

1 statements in accordance with California Labor Code § 226(a).

2 43. As a proximate result of DEFENDANTS unlawful actions and omissions,
3 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
4 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and
5 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
6 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
7 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
8 California Labor Code § 226(e), as well as other available remedies.

9 **SEVENTH CAUSE OF ACTION**

10 **Failure to Maintain Required Records**

11 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

12 **(Against DEFENDANTS)**

13 44. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
14 the allegations in the foregoing paragraphs.

15 45. During the CLASS PERIOD, as part of DEFENDANTS illegal payroll policies
16 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
17 DEFENDANTS knowingly and intentionally failed to maintain records as required under
18 California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not
19 limited to the following records: total daily hours worked by each employee; applicable rates of
20 pay; all deductions; meal periods; time records showing when each employee begins and ends
21 each work period; and accurate itemized statements.

22 46. As a proximate result of DEFENDANTS unlawful actions and omissions,
23 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
24 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
25 PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including
26 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
27 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
28 provided in California Labor Code § 226(e), as well as other available remedies.

1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
3 **Duties**

4 **[Cal. Labor Code § 2802]**

5 **(Against DEFENDANTS)**

6 47. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
7 the allegations in the foregoing paragraphs.

8 48. California Labor Code § 2802(a) requires an employer to indemnify an employee
9 for all necessary expenditures or losses incurred by the employee in direct consequence of the
10 discharge of his or her duties, or of his or her obedience to the directions of the employer.

11 49. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses
13 incurred in direct consequence of the discharge of their duties while working under the direction
14 of DEFENDANTS, including but not limited to expenses for personal cell phone use and other
15 employment-related expenses, in violation of California Labor Code § 2802.

16 50. As a proximate result of DEFENDANTS unlawful actions and omissions,
17 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
19 California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are
20 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
21 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
22 available remedies.

23 **NINTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

25 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

26 **(Against DEFENDANTS)**

27 51. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
28 the allegations in the foregoing paragraphs.

1 52. Each and every one of DEFENDANTS acts and omissions in violation of the
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
3 not limited to DEFENDANTS failure and refusal to provide required meal periods,
4 DEFENDANTS failure and refusal to provide required rest periods, DEFENDANTS failure and
5 refusal to pay overtime compensation, DEFENDANTS failure and refusal to pay minimum
6 wages, DEFENDANTS failure and refusal to pay all wages due to discharged or quitting
7 employees, DEFENDANTS failure and refusal to furnish accurate itemized wage statements;
8 DEFENDANTS failure and refusal to maintain required records, DEFENDANTS failure and
9 refusal to indemnify PLAINTIFFS and CLASS MEMBERS for necessary expenditures and/or
10 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
11 under California Business and Professions Code § 17200 et seq.

12 53. DEFENDANTS violations of California wage and hour laws constitute a business
13 practice because DEFENDANTS aforementioned acts and omissions were done repeatedly over a
14 significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and
15 CLASS MEMBERS.

16 54. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
17 rest periods, and other benefits as required by the California Labor Code, the California Code of
18 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
19 record, report, and pay the correct sums of assessment to the state authorities under the California
20 Labor Code and other applicable regulations.

21 55. As a result of DEFENDANTS unfair and unlawful business practices,
22 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
23 of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS should be
24 made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS
25 MEMBERS.

26 56. DEFENDANTS unfair and unlawful business practices entitle PLAINTIFFS and
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
28 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and

1 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
2 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
3 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
4 jurisdiction of this Court.

5 **TENTH CAUSE OF ACTION**

6 **Representative Action for Civil Penalties**

7 **[Cal. Labor Code §§ 2698–2699.5]**

8 **(Against DEFENDANTS)**

9 57. PLAINTIFFS incorporate herein by specific reference as though fully set forth the
10 allegations in all preceding paragraphs, with exception of the allegations in paragraph 14 and the
11 subparagraphs thereto.

12 58. PLAINTIFFS are “aggrieved employees” within the meaning of California Labor
13 Code § 2699(c), and a proper representative to bring a civil action on behalf of themselves and
14 other current and former employees of DEFENDANTS pursuant to the procedures specified in
15 California Labor Code § 2699.3, because PLAINTIFFS were employed by DEFENDANTS and
16 one or more of the alleged violations of the California Labor Code was committed against
17 PLAINTIFFS.

18 59. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
19 Labor Code §§ 2698–2699.5, PLAINTIFFS seek to recover civil penalties, including but not
20 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 256, 558, 1174.5, 1197.1,
21 and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the
22 violations set forth above committed against herself and other aggrieved employees of
23 DEFENDANTS, including but not limited to violations of California Labor Code §§ 201, 202,
24 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFFS are also
25 entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code
26 § 2699(g)(1).

27 60. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF WEAVER gave
28 written notice on January 20, 2023 by online filing to the California Labor and Workforce

1 Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific
2 provisions of the California Labor Code and IWC Wage Orders alleged to have been violated,
3 including the facts and theories to support the alleged violations. More than sixty-five (65) days
4 have passed and the LWDA has not provided notice to PLAINTIFF WEAVER that it intends to
5 investigate the alleged violations.

6 61. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF ELLIS gave written
7 notice on March 14, 2024 by online filing to the California Labor and Workforce Development
8 Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the
9 California Labor Code and IWC Wage Orders alleged to have been violated, including the facts
10 and theories to support the alleged violations. More than sixty-five (65) days have passed and the
11 LWDA has not provided notice to PLAINTIFF ELLIS that it intends to investigate the alleged
12 violations.

13 62. Therefore, PLAINTIFFS have complied with all of the requirements set forth in
14 California Labor Code § 2699.3 to commence a representative action under PAGA.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, PLAINTIFFS, individually and on behalf of all other persons similarly
17 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
18 and each of them, as follows:

- 19 1. For compensatory damages in an amount to be ascertained at trial;
- 20 2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well
21 as disgorged profits from DEFENDANTS unfair and unlawful business practices;
- 22 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
23 and IWC Wage Order No. 5-2001;
- 24 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 25 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
26 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
27 from engaging in the unlawful business practices complained of herein;
- 28 6. For waiting time penalties pursuant to California Labor Code § 203;

1 7. For statutory and civil penalties according to proof, including but not limited to all
2 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

3 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
4 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
5 provision providing for pre-judgment interest;

6 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code
7 §§ 218.5, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
8 providing for attorneys’ fees and costs;

9 10. For declaratory relief;

10 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
11 Seventh, Eighth, and Ninth Causes of Action as a class action;

12 12. For an order appointing PLAINTIFFS as class representative, and PLAINTIFFS’
13 counsel as class counsel; and

14 13. For such further relief that the Court may deem just and proper.

15 DATED: May 22, 2024

16 Respectfully submitted,

17 MATERN LAW GROUP, PC

18
19 By:



20 MATTHEW J. MATERN
21 MATTHEW W. GORDON
22 VANESSA M. RODRIGUEZ
23 Attorneys for Plaintiffs
24 RUTHIE WEAVER and BRIANAH ELLIS,
25 individually and on behalf of all others
26 similarly situated
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DATED: May 22, 2024

MATERN LAW GROUP, PC

Matthew W. Gordon

MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
RUTHIE WEAVER and BRIANAH ELLIS,
individually and on behalf of all others
similarly situated

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PROOF OF SERVICE

Weaver vs. Culver West Health Center, LLC
LASC Case No. 23STCV07037

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

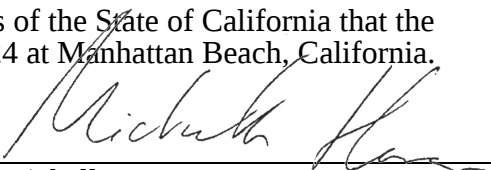
On May 22, 2024, I served the following document or documents:

FIRST AMENDED COMPLAINT

☒ **By electronic service.** Based upon a court order authorizing electronic service, I caused a true and correct copy of the document(s) to be electronically served on counsel of record listed below by transmission to Case Anywhere LLC.

Katherine Den Bleyker, Esq. Jack Jimenez, Esq. O'HAGAN MEYER LLP 550 S. Hope Street, Suite 2400 Los Angeles, California 90071 Telephone: (213) 423-6006 Email: kdenbleyker@ohaganmeyer.com jjimenez@ohaganmeyer.com	Attorneys for Defendant CULVER WEST HEALTH CENTER, LLC
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 22, 2024 at Manhattan Beach, California.



Michelle Hemer