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Attorneys for Plaintiff, Iena Dennis, individually,
and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

IENA DENNIS, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

MAXIM HEALTHCARE STAFFING
SERVICES, INC.; MAXIM
HEALTHCARE SERVICES, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. STK-CV-UOE-2024-0003396

Assigned for All Purposes to:
Judge Barbara Kronlund; Dept. 10D

FIRST AMENDED COMPLAINT FOR:

1. Enforcement of Labor Code § 2698 *et seq.*
("PAGA")

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1 Plaintiff Iena Dennis, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Iena Dennis (“Plaintiff”) brings this representative action pursuant to the
5 Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against defendants
6 Maxim Healthcare Staffing Services, Inc.; and DOES 1 through 20, inclusive (collectively,
7 “Defendants”), on Plaintiff’s own behalf and on behalf of Defendants’ non-exempt employees
8 throughout California.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements;
- 22 (f) failing to pay wages timely during employment; and
- 23 (g) failing to pay all wages due upon separation of employment.

24 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all
25 others similarly situated in California for violations of Labor Code §§ 201, 202, 203, 204, 210,
26 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
27 2800, 2802, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the aggrieved employees.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

18. At all relevant times mentioned herein, Defendants employed Plaintiff and other California residents as non-exempt employees throughout California at Defendants' California business location(s).

19. Defendants continue to employ non-exempt employees within California.

20. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who

1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and aggrieved employees were entitled to receive wages for all
5 time worked (including minimum wages and overtime wages) and that they were not receiving
6 all wages earned for work that was required to be performed. In violation of the Labor Code and
7 IWC Wage Orders, Plaintiff and aggrieved employees were not paid all wages (including
8 minimum wages and overtime wages) for all hours worked at the correct rate and within the
9 correct time.

10 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and aggrieved employees were entitled to receive all required
12 meal periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved
13 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In
14 violation of the Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees did not
15 receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved
16 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

17 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and aggrieved employees were entitled to receive all rest breaks
19 or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate
20 of pay when a rest break was late, missed, or interrupted. In violation of the Labor Code and
21 IWC Wage Orders, Plaintiff and aggrieved employees did not receive all rest breaks or payment
22 of one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of pay
23 when a rest break was missed, late, or interrupted.

24 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and aggrieved employees were entitled to reimbursement and/or
26 indemnification for all necessary business expenditures or losses as a direct consequence of the
27 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the
28 Labor Code and IWC Wage Orders, Plaintiff and aggrieved employees incurred necessary

1 business expenses or losses, but were not reimbursed nor indemnified of such expenses or losses
2 that were incurred as a direct consequence of the discharge of their duties, or of their obedience
3 to the directions of Defendants.

4 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and aggrieved employees were entitled to receive itemized
6 wage statements that accurately showed the following information pursuant to the Labor Code:
7 (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate
8 units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
9 deductions, provided that all deductions made on written orders of the employee may be
10 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
11 which the employee is paid; (7) the name of the employee and only the last four digits of his or
12 her social security number or an employee identification number other than a social security
13 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at
15 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and aggrieved
16 employees were not provided with accurate itemized wage statements.

17 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that the aggrieved employees were entitled to timely payment of wages due
19 upon separation of employment. In violation of the Labor Code, the aggrieved employees did not
20 receive payment of all wages within the permissible time periods.

21 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known they had a duty to compensate Plaintiff and aggrieved employees, and
23 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
24 intentionally failed to do so in order to increase Defendants' profits.

25 28. Therefore, Plaintiff brings this lawsuit seeking civil penalties, attorneys' fees, and
26 costs.

27 **FIRST CAUSE OF ACTION**

28 **ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* ("PAGA")**

1 29. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs
2 as though fully set forth herein.

3 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
4 for a civil penalty to be assessed and collected by the Labor and Workforce Development
5 Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or
6 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
7 action brought by an aggrieved employee on behalf of himself or herself and other current or
8 former employees pursuant to the procedures specified in Labor Code § 2699.3.

9 31. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
11 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
12 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
13 period in which Defendants violated these provisions of the Labor Code.

14 32. Defendants’ conduct violates numerous Wage Order and Labor Code sections,
15 including, but not limited to, the following:

- 16 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 246, 510, 1182.12,
17 1194, 1197, and 1198 for failure to timely pay all earned wages
18 (including minimum wage and overtime wages) owed to Plaintiff and
19 other aggrieved employees during employment and upon separation of
20 employment as herein alleged;
- 21 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
22 periods to Plaintiff and other aggrieved employees and failure to pay
23 premium wages for missed meal periods as herein alleged;
- 24 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
25 Plaintiff and other aggrieved employees and failure to pay premium
26 wages for missed rest periods as herein alleged;

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- d. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; and
- f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged.

33. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator and had one or more of the violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

36. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties;
2. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 2698 *et seq.*; and

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3. For such other relief as the Court deems just and proper.

Dated: July 17, 2024

AEGIS LAW FIRM, PC

By: 

Jessica L. Campbell
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On September 16, 2024, I served the foregoing document entitled:

• FIRST AMENDED COMPLAINT

on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true copy thereof on the party(ies) addressed below as follows:

Michael S. Kun (SBN 208684) Kevin D. Sullivan (SBN 270343) Heather M. Domingo (SBN 334603) EPSTEIN BECKER & GREEN, P.C. 1925 Century Park East, Suite 500 Los Angeles, CA 90067 Telephone: (310) 556-8861 Facsimile: (310) 553-2165	mkun@ebglaw.com ksullivan@ebglaw.com hdomingo@ebglaw.com Attorneys for Defendants MAXIM HEALTHCARE STAFFING SERVICES, INC. and MAXIM HEALTHCARE SERVICES, INC.
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☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

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

Executed on September 16, 2024, at Irvine, California.


Joanne Roberts