

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Jean Hopkins Power (SBN 326509)
jean@d.law
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff Carol Arch
on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

CAROL ARCH, an individual, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

UHS-CORONA, INC. a Delaware
corporation; CORONA REGIONAL
MEDICAL CENTER, a business organization
of form unknown; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages due to Illegal Rounding;
3. Failure to Pay Wages and Overtime under Labor Code § 510;
4. Meal Period Liability, Labor Code § 226.7;
5. Rest-Break Liability, Labor Code § 226.7;
6. Violation of Labor Code § 226(a);
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5;
12. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
13. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff CAROL ARCH (hereinafter “Plaintiff”), on behalf of herself and all other
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the
3 relevant period (collectively, “Employees”; individually, “Employee”) complains of Defendants as
4 follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former
7 Employees within the State of California who, at any time four years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendants UHS-CORONA,
9 INC., a Delaware corporation; CORONA REGIONAL MEDICAL CENTER, a business
10 organization of form unknown; and DOES 1 through 50 (all defendants being collectively referred
11 to herein as “Defendants”). Plaintiff alleges that Defendants violated various provisions of the
12 California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and
13 California Business & Professions Code, and seeks redress for these violations.

14 2. Plaintiff worked as a Special Procedures Registered Nurse at one of Defendants’
15 facilities and locations in Corona, California. She and the other Class members were employed by
16 Defendants as non-exempt, hourly employees at Defendants’ locations and facilities in California,
17 including in positions related to providing healthcare and related services to Defendants’
18 customers. Plaintiff worked at Defendants’ behest without being paid all wages due and without
19 being provided all required breaks. More specifically, Plaintiff and the other similarly situated
20 Class members were employed by Defendants and shared similar job duties and responsibilities,
21 were subjected to the same policies and practices, and endured similar violations at the hands of
22 Defendants as the other Employees who served in similar and related positions.

23 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
24 and failed to record accurate time worked by these Employees, failed to pay them at the
25 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
26 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that
27 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
28 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain

1 under Defendants' control and were not provided with the opportunity to take full uninterrupted,
2 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the
3 applicable paragraphs of the IWC Wage Orders.

4 4. Defendant UHS-CORONA, INC. is a Delaware corporation that lists its principal
5 address with the California Secretary of State in King of Prussia, Pennsylvania. Moreover,
6 Defendant UHS-CORONA, INC.'s agent of service is in Sacramento, California, and it lists its
7 California office in Corona, California. Upon information and belief, UHS-CORONA, INC. is
8 listed as the employer on the wage statements issued to Plaintiff by Defendants during the relevant
9 period with the same King of Prussia, Pennsylvania address. Upon information and belief, such
10 wage statements were issued to other Class members with the same King of Prussia, Pennsylvania
11 address.

12 5. Defendant CORONA REGIONAL MEDICAL CENTER is a business organization
13 of form unknown, unlisted with the California Secretary of State. Upon information and belief,
14 CORONA REGIONAL MEDICAL CENTER is a sub-entity of UHS-CORONA, INC. or is
15 otherwise related to it and its facilities in Corona, California where Plaintiff and the other Class
16 members worked or were based out of. CORONA REGIONAL MEDICAL CENTER's LinkedIn
17 page explains that they are "a 238-bed community hospital network comprised of a 160-bed acute
18 care hospital and a 78-bed rehabilitation campus. It is certified by The Joint Commission, employs
19 more than 1,000 trained healthcare workers, and has a medical staff of approximately 300
20 physicians representing more than 40 specialties. Corona Regional is proud to be a part of
21 Southwest Healthcare, a comprehensive network of care with convenient hospital and ambulatory
22 locations here to serve you and your loved ones." CORONA REGIONAL MEDICAL CENTER's
23 website states it is "operated by a subsidiary of Universal Health Services, Inc. (UHS) a King of
24 Prussia, PA-based company, that is one of the nation's largest and most respected providers of
25 hospital and healthcare services." King of Prussia, Pennsylvania is the address listed on Plaintiff's
26 wage statements and, on information and belief, wage statements issued to Class members during
27 the relevant period. Defendant, CORONA REGIONAL MEDICAL CENTER is listed on all of
28 Plaintiff's personnel documents.

1 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
2 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
3 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
4 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
5 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
6 obligations and liabilities giving rise to this lawsuit occurred, at least in part, in Riverside County,
7 where Defendants operate and provide healthcare related services to California customers.

8 7. The true names and capacities, whether individual, corporate, associate, or
9 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
10 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
11 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
12 designated herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some
13 manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this
14 Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1
15 through 50 when their identities become known.

16 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
17 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
18 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
19 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
20 all respects as the employers or joint employers of Employees. Defendants, and each of them,
21 exercised control over the wages, hours or working conditions of Employees, created and
22 implemented the policies and practices that governed the employment of Plaintiff and the Class
23 members and dictated their job duties and responsibilities, or otherwise suffered or permitted
24 Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common
25 law employment relationship, with the Employee Class members. Therefore, Defendants, and each
26 of them, employed or jointly employed the Employee Class members.

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FACTUAL BACKGROUND

9. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and failing to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

10. During the course of Plaintiff and the Class members’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as nurses and medical assistants and in positions relating to providing health and medical services to Defendants’ customers based out of Defendants’ facilities in California.

11. For much of her employment, Plaintiff was employed by Defendants as a Special Procedures Registered Nurse at Defendants’ Corona, California facility. Plaintiff generally worked over forty hours per week, five days per week, which resulted in shifts of approximately eight hours in duration. Plaintiff’s shifts were generally scheduled from 7:30 a.m. to 4:00 p.m.

12. Defendants’ operations and uniformly applied policies and practices require Employees to endure significant off-the-clock work. Defendants’ facilities included timekeeping systems incorporating electronic recording of time punches by Employees logging onto Defendants’ computers to record their time entries. This timekeeping system was capable of recording contemporaneous time entries and doing so to the minute.

1
2 13. Defendants' unlawful failure to maintain accurate timekeeping and payroll records
3 has resulted in large part from the off the clock work Defendants required their Employees to
4 endure. Under Defendants' uniformly applied policy during the relevant time period, Plaintiff and
5 Class members were permitted clock in no more than 7 minutes prior to the beginning of their
6 shift. However, Defendants did not pay for those 7 minutes under their illegal time rounding
7 policy and practice. Defendants expected Plaintiff and the Class members to use this time to don
8 required work clothing and prepare their work areas so they would be prepared to commence
9 working at the scheduled shift start time. During the relevant time period, Plaintiff was compelled
10 to arrive to work approximately 20 minutes before clocking in so she could change into her work
11 clothes and complete other pre-shift items Defendants required of her. During the COVID – 19
12 pandemic, the Plaintiff and Class members were also required to go through temperature checks
13 and screening that would span approximately 5-7 minutes before clocking in. Plaintiff and Class
14 members were again not paid for this time.

15 14. Plaintiff and the Class members were also required to be available via pager and/or
16 mobile phone during all meal and rest periods and they were frequently interrupted and unable to
17 take uninterrupted meal and rest breaks. Due to the heavy volume of work, Plaintiff was
18 habitually compelled to remain under Defendants' control and/or work through parts of her meal
19 periods in order to complete her work. Defendants were well aware that their facilities were
20 understaffed and as a result, Employees were required to work additional hours that were often
21 uncompensated or otherwise underpaid. Defendants required that all overtime hours must be pre-
22 approved by Defendants' managers. Thus, if Plaintiff failed to complete all her work during her
23 scheduled hours, she would be forced to incur overtime hours which Defendants' management
24 frowned upon and rarely authorized. Thus, Plaintiff was forced to work through parts of her meal
25 periods to complete all her work and to avoid incurring an amount of overtime that Defendants
26 would not accept and pay. These additional hours worked generally went uncompensated despite
27 the fact Plaintiff was under Defendants' control or was otherwise required to continue performing
28 job duties or to remain standing by to perform them. Plaintiff and other Employees' rest breaks

1 were also routinely interrupted or not provided at all due to pressing work demands. Due to
2 understaffing and the heavy volume of work, Employees were generally authorized and permitted
3 to take only a single rest break, if they were able and authorized to take one at all. Additionally,
4 Plaintiff and the Class members were also required to work or otherwise remain under
5 Defendants' control after their shift end times, including on-site and through after-hours work-
6 related communications and other work requirements Defendants required them to perform off
7 the clock.

8 15. Defendants followed a similar unlawful practices, upon information and belief, in
9 connection with other Employees in a concerted effort to limit and restrict regular and overtime
10 hours earned by and owing to Plaintiff and the other Class members. Time worked off the clock
11 also caused Plaintiff and other Class members to work beyond eight hours in a shift. As a result
12 of the above-described off the clock work and rounding and time shaving, Defendants failed to
13 pay Plaintiff and Class members overtime for several minutes at the end of work shifts which
14 Defendants did not record in any timekeeping or payroll records. Defendants thus both failed to
15 pay overtime hours and failed to compensate them at the correct premium rates.

16 16. Plaintiff was therefore not paid for all her hours worked at the required minimum,
17 overtime and double time wage rates due to Defendants' policy and practice of requiring her to
18 work off the clock and without pay. With work shifts generally scheduled for eight hours or
19 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past
20 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times
21 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by
22 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
23 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
24 information and belief, the Class members were bound by similar scheduling and work policies
25 which Defendants required them to follow and endured similar violations at Defendants' hands as
26 Plaintiff.

27 17. On September 28, 2023, Counsel for Plaintiff requested her payroll and personnel
28 files from the Defendants, and Plaintiff received some of the personnel records on October 25,

2023; however, the actual Employee Handbook was not produced. As of the date of this filing, Defendants have also failed to produce Plaintiff's entire personnel file despite multiple requests to that end. Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants' required and the actual hours Plaintiff worked, or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

18. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

19. The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Class members is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Class members working at Defendants' locations and facilities. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, the failure to compensate employees for time under Defendants' control and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

20. Therefore, during the relevant period, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for

1 all time worked, as required by California law. Defendants thus followed a consistent policy or
2 practice of failing to pay Employees overtime compensation at the correct premium overtime rates
3 for all hours worked in excess of eight hours a day and/or forty hours a week and double-time
4 rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and
5 the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiff and the
6 Class members bonuses and shift differentials and other forms of remuneration above and beyond
7 their hourly pay, upon information and belief Defendants miscalculated and therefore underpaid
8 any overtime they paid during these pay periods by failing to include all forms of remuneration in
9 the regular rate used to calculate and pay overtime.

10 21. Defendants also failed to provide Plaintiff and the Class members with their
11 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
12 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
13 provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code
14 and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
15 authorize and permit Plaintiff and the employee Class Members to take all required 10-minute
16 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

17 22. More specifically, Plaintiff worked shifts that entitled her to at least one meal
18 period, but Defendants' managers required Plaintiff and the Class members to prioritize work over
19 taking lawful meal periods. To whatever extent there was ever a schedule for meal periods, it went
20 by the wayside quickly as there always seemed to be a patient who needed assistance. Constant
21 short-staffing led to systematically late meal periods, and on-duty meal periods that were
22 incessantly interrupted by patient and management demands and required job duties and tasks.
23 Defendants also required Plaintiff and the Class members to remain available to respond to pages
24 and messages or calls during their breaks regarding work matters and job duties. The heavy
25 workload and management expectations also contributed to Employees working through meal
26 periods or not taking them or taking them late so work could be accomplished or they were
27 otherwise required to remain under Defendants' control during meal periods.

28

1 23. Therefore, meal period violations systematically occurred throughout all of
2 Plaintiff's work shifts where Defendants failed to provide a lawful meal period and also failed to
3 provide a meal premium payment. To the extent Defendants ever did pay Plaintiff a meal period
4 premium, they failed to include all forms of remuneration beyond hourly wages in the regular
5 hourly rate used to pay the one-hour premium payment. Upon information and belief, the other
6 Class members were subjected to similar unlawful policies and practices and endured similar
7 violations as Plaintiff.

8 24. Defendants thus failed to provide all the legally required unpaid, off-duty meal
9 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
10 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
11 members were required to perform work as ordered by Defendants or otherwise remain under
12 Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often
13 required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks.
14 Additionally, as addressed above, Defendants followed a practice of requiring off the clock work,
15 in a manner that would impact when Employees were to receive meal periods and rest breaks,
16 thus leading to further violations.

17 25. As a result, Defendants' failure to provide Plaintiff and the Class members with all
18 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
19 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also
20 failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective
21 hourly rate of pay, for each meal period or rest break that Defendants failed to provide or
22 deficiently provided. Upon information and belief, if and when Defendants did pay any meal
23 period premiums, they failed to include all forms of remuneration in the regular rate used to
24 calculate and pay it. To the extent Plaintiff and the Class members worked shifts of over ten hours,
25 upon information and belief Defendants failed to provide them with second required meal periods.

26 26. Therefore, for at least four years prior to the filing of this action and through to the
27 present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not
28 provided with the opportunity to take required meal breaks due to Defendants' policies and

1 practices. On the occasions when Plaintiff and the Class members were provided with a meal
2 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
3 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
4 more of the following manners:

- 5 (a) Class members were not provided full thirty-minute duty free meal periods
6 for work days in excess of five hours and were not compensated one hour's
7 wages in lieu thereof, all in violation of, among others, Labor Code §§
8 226.7, 512, and the applicable Industrial Welfare Commission Wage
9 Order(s);
- 10 (b) Class members were not provided second full thirty-minute duty free meal
11 periods for work days in excess of ten hours;
- 12 (c) Class members were required to work through at least part of their daily
13 meal period(s);
- 14 (d) Meal periods were provided after five hours of continuous work during a
15 shift; and
- 16 (e) Class members were restricted in their ability to take a full thirty-minute
17 meal period and were not permitted to leave their work premises during
18 meal periods and were otherwise required to remain under Defendants'
19 control during meal periods.

20 27. Defendants also failed to authorize and permit Plaintiff and the Class members to
21 take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction
22 thereof. There were similar issues with the required net ten-minute rest breaks that Plaintiff and
23 the Class members were unable to take as with meal periods. Defendants made no efforts or
24 provided no emphasis on authorizing and permitting Employees to take net ten-minute rest breaks
25 for every four hours of work.

26 28. Given the constant and ongoing job demands she faced and Defendants' failure to
27 adequately staff its facilities to permit employees to take breaks, Plaintiff was compelled to
28 remain on the premises performing job-related duties while also remaining under Defendants'

1 control during times when she was supposed to be enjoying a duty-free rest break. By uniformly
2 requiring Plaintiff and the other similarly situated co-workers to remain under Defendants'
3 control and on premises during rest breaks, Defendants committed systematic and ongoing rest
4 break violations. To the extent Defendants paid any rest break premium payments under Labor
5 Code § 226.7 to Plaintiff or Class members these payments failed to include all forms of
6 remuneration, including shift differentials and bonuses and premium payments to Plaintiff, in the
7 regular hourly rate at which they paid the rest break premiums.

8 29. Defendants' management did not emphasize the requirement to provide at least
9 one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If
10 and when Plaintiff was permitted to take a ten-minute rest break on a shift, she was not permitted
11 to take a second one or a third one or any breaks were untimely or impermissibly shortened.
12 Further violations occurred as Plaintiff and the Class members were required to remain under
13 Defendants' control by not being able to leave the premises and by Defendants' requirement that
14 they remain ready to respond to work requirements and job demands. Defendants also required
15 Plaintiff and the Class members to remain under Defendants' control during any rest breaks they
16 were authorized to take by responding to pages and messages and other work related questions
17 and demands from customers and management.

18 30. Therefore, Defendants failed to authorize and permit Class members to take all
19 their required rest breaks. Plaintiff and the other similarly situated Class members were either not
20 authorized permitted the opportunity to take a rest break, or were required to remain under
21 Defendants' control and respond to instructions and job demands. Defendants also failed to
22 authorize and permit Employees to leave the property premises during rest breaks, or else
23 prevented them from doing so, thus further evidencing Defendants' policy and practice of
24 requiring Plaintiff and the Class members to remain under their control during required off-duty
25 rest breaks.

26 31. Defendants' policies and practices thus systematically deny and denied Plaintiff
27 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
28 periods. The California Supreme Court has instructed that the rest period requirement obligates

1 employers to permit and authorize employees to take-off-duty rest periods. That is, during rest
2 periods employers must relieve employees of all duties and relinquish control over how
3 employees spend their time. Plaintiff and the Class members were and are under Defendants'
4 control when they are working through rest breaks, and Defendants failed to schedule or account
5 for required first, second, and third rest breaks during the shifts Plaintiff and the Class members
6 generally worked.

7 32. Plaintiff and the Employees in the Class were not authorized and permitted to take
8 lawful rest periods, were systematically required by Defendants to work through or during breaks,
9 and were not provided with one hour's wages in lieu thereof. They were required to remain on
10 duty during breaks or portions of their breaks, thus making them either untimely or shortened and
11 on-duty, and they were also prevented from leaving the premises during rest breaks under
12 Defendants' policies and practices. Rest period violations therefore arose in one or more of the
13 following manners:

- 14 (a) Class members were required to work without being provided a minimum
15 ten minute rest period for every four hours or major fraction thereof worked
16 and were not compensated one hour of pay at their regular rate of
17 compensation for each workday that a rest period was not provided, and to
18 the extent Defendants paid any premiums, they failed to include all forms of
19 remuneration in the regular rate used to calculate and pay them.
- 20 (b) Class members were not authorized and permitted to take timely rest periods
21 for every four hours worked, or major fraction thereof; and
- 22 (c) Class members were required to remain on duty and under Defendants'
23 control during rest periods or otherwise had their rest periods interrupted by
24 work demands.

25 33. From at least four years prior to the filing of this lawsuit and continuing to the
26 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
27 deducting the Employees' earned wages, including by requiring off the clock work during breaks
28 and before and after work shifts and by unlawful rounding and off the clock work and

1 miscalculating the regular rate and accordingly underpaying overtime wages and meal and rest
2 break premiums. By not compensating Employees for all hours worked and under Defendants'
3 control at the correct rates, Defendants unlawfully deducted wages earned by and owed to Plaintiff
4 and the Class members, in violation of Labor Code § 221.

5 34. As a result of these illegal policies and practices, Defendants also engaged in and
6 enforced the following additional unlawful practices and policies against Plaintiff and the Class
7 members she seeks to represent:

- 8 (a) failing to pay all wages owed to Class members who either were discharged,
9 laid off, or resigned in accordance with the requirements of Labor Code §§
10 201, 202, 203 and 227.3;
- 11 (b) failing to pay all wages owed to the Class members twice monthly in
12 accordance with the requirements of Labor Code § 204;
- 13 (c) failing to pay Class members all wages owed, including all meal and rest
14 period premium wages, and failing to pay them at the regular rate of
15 compensation;
- 16 (d) failing to maintain accurate records of Class members' hours worked and
17 earned wages and meal periods in violation of Labor Code §§ 226 and
18 1174(d) and section 7 of the applicable IWC Wage Orders; and
- 19 (e) failing to produce timekeeping records in response to Plaintiff's timely and
20 lawful request to receive them under these authorities.

21 35. Defendants have also consistently failed to provide Class members with timely,
22 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
23 including by the above-described requirements of off the clock work and rounding, failure to pay
24 all overtime and double time wages owed and failure to pay them at the appropriate premium
25 rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest
26 breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the
27 systematic and unlawful deductions Defendants took from Employee wages. Defendants have also
28 made it difficult to account with precision for the unlawfully withheld wages and meal and rest

1 period compensation owed to Plaintiff and the Class, during the liability period, including because
2 they did not calculate the regular rate of pay correctly when paying overtime or meal period
3 premiums and because they did not implement and preserve a record-keeping method as required
4 for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the
5 applicable California Wage Orders. Upon information and belief, time clock punches were not
6 maintained or were not accurately maintained for work shifts and meal periods. Defendants also
7 failed to accurately record and pay for all regular and overtime hours worked and submitted by
8 Plaintiff and the Class members, including by failing to pay all overtime hours at the correctly
9 calculated overtime premium rate.

10 36. Defendants have also failed to comply with Labor Code § 226(a) by inaccurately
11 listing the name and address of the legal entity that is the employer. On information and belief,
12 during the relevant time period, Defendants have listed UHS CORONA, INC. on wage statements
13 issued to Plaintiff and Class members. Plaintiff is uncertain about whether this is her employer
14 since the name of the location listed on the website, employee materials, and LinkedIn page, the
15 building where she worked states CORONA REGIONAL MEDICAL CENTER as her employer.
16 Defendants' failure to accurately name the legal entity employing Plaintiff and Class members on
17 wage statements issued to them has caused confusion over the entity responsible for addressing
18 the Labor Code violations alleged by Plaintiff, including those under section 226(a)(8).

19 37. Defendants also provided Plaintiff and the Class members with wage statements
20 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
21 Upon information and belief, Defendants mislabeled different payments as "PREM PAY," at the
22 same time as "OVT" paid at a rate higher than the 1.5 of the base rate, causing confusion. For the
23 same reasons as explained above, Plaintiff and the Class members were provided with unlawful
24 wage statements that failed to reflect all hours worked and failed to pay for all overtime hours or
25 failed to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated
26 meal and rest break premiums, and sick time if and when they did pay them. Defendants followed
27 this unlawful policy and practice even though both Plaintiff and Defendants were aware that
28 Plaintiff and the Class members worked more total hours than were reflected on the wage

1 statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiff
2 and the Employees in the Class were unable to discern from their wage statements alone the actual
3 hours they worked in total during a pay period and the rates they were paid for those hours
4 worked.

5 38. Defendants have thus also failed to comply with Labor Code § 226(a) by
6 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
7 members, along with the appropriate applicable rates, among others requirements. Plaintiff and
8 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
9 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
10 applicable California IWC Wage Orders by failing to maintain time records showing when the
11 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
12 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
13 payment of wages and accurately reporting total hours worked.

14 39. Defendants also required Plaintiff and the Class members to work hours off the
15 clock for which they were not compensated. They were also required to endure off the clock work
16 addressed above during interrupted or otherwise on-duty meal and rest periods and were not
17 provided with sick pay and supplemental sick leave and were subjected to systematic off the clock
18 work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
19 work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
20 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
21 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
22 two hours of their resignation, as required by California wage-and-hour laws, including under
23 Labor Code § 203.

24 40. From at least four years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have also regularly required Plaintiff and the Class members to incur
26 necessary business expenses in the course of performing their required job duties without
27 reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to
28 calls from management on her personal phone and car mileage when Plaintiff was on-call shifts

1 and had to abruptly return to the workplace. Plaintiff and the Class members must be reimbursed
2 for these necessary business expenses under Labor Code § 2802, and Defendants systematically
3 failed to do so.

4 41. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
5 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
6 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 511, 512, 558, 558.1, 1174, 1174.5,
7 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and California Code of
8 Regulations, Title 8, section 11000 *et seq.*

9 42. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
10 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
11 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
12 fraudulent practices alleged in this Complaint.

13 **CLASS ALLEGATIONS**

14 43. Plaintiff brings this class action on behalf of herself and all others similarly situated
15 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or
16 “Class members”) defined as follows: “All individuals employed by Defendants at any time
17 during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
18 determined by the Court (“the Class Period”), and who have been employed as non-exempt,
19 hourly employees within the State of California.” This includes all hourly nurses, medical
20 assistants, and in positions relating to providing health and medical services to Defendants’
21 customers/patients. Further, Plaintiff seeks to represent the Subclasses composed of and defined as
22 follows:

23 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
24 compensated for all hours worked for Defendants at the applicable minimum wage.

25 b. Subclass 2. Rounding Subclass. All Class members who were not compensated for
26 all hours worked for Defendants due to illegal rounding in timekeeping policies.

27 c. Subclass 3. Wages and Overtime Subclass. All Class members who were not
28 compensated for all hours worked for Defendants at the required rates of pay, including for all

hours worked in excess of eight in a day and/or forty in a week.

d. Subclass 4. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

i. Subclass 9. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

j. Subclass 10. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

k. Subclass 11. Expense Reimbursement Subclass. All Class members who incurred necessary business expenses in the course of performing their job duties and were not reimbursed for them.

l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to

1 be unlawful, deceptive, and/or unfair.

2 44. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
3 modify the class description with greater particularity or to provide further division into subclasses
4 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
5 against Defendants, the Class Period should be adjusted accordingly.

6 45. Defendants, as a matter of company policy, practice and procedure, and in violation
7 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
8 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
9 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
10 worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the
11 benefit of this work, required Employees to perform this work and permitted or suffered to permit
12 this work. Defendants have uniformly denied these Class members wages to which these
13 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
14 order to unfairly cheat the competition and unlawfully profit.

15 46. This action has been brought and may properly be maintained as a class action
16 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
17 of interest in this litigation and the proposed Class is easily ascertainable from the employment
18 records for Plaintiff and the Class members that Defendants are required to maintain under
19 California law.

20 **A. Numerosity**

21 47. The potential members of the Class as defined are so numerous that joinder of all
22 the Class members is impracticable. While the precise number of Class member has not been
23 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
24 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
25 Class definition within the State of California. Plaintiff alleges that Defendants' employment
26 records will provide information as to the number and location of all Class members.

27 **B. Commonality**

28 48. There are questions of law and fact common to the Class that predominate over any

1 questions affecting only individual Class members. The common questions are numerous and
2 substantial and flow from Defendants' uniform policies and/or practices of violating the California
3 Labor Code addressed above. As such, these common questions predominate over individual
4 questions concerning each individual Class Member's showing as to his or her eligibility for
5 recovery or as to the amount of damages. These common questions of law and fact include:

- 6 a. Whether Defendants failed to pay Employees minimum wages;
- 7 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 8 c. Whether Defendants' time rounding policies and practices are unlawful;
- 9 d. Whether Defendants failed to pay Employees overtime as required under Labor
10 Code § 510;
- 11 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
12 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
13 premium pay in lieu thereof;
- 14 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
15 Orders, by failing to authorize and permit Employees to take requisite rest breaks
16 or provide premium pay in lieu thereof;
- 17 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with
18 inaccurate wage statements and wage statements that omitted many of the Section
19 226(a) requirements.
- 20 h. Whether Defendants violated Labor Code § 221;
- 21 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
22 wages and compensation due and owing at the time of termination of employment;
- 23 j. Whether Defendants' conduct was willful;
- 24 k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
25 IWC Wage Orders by failing to maintain accurate records of Class members'
26 earned wages and work periods;
- 27 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all
28 Employees during the relevant time period for all hours worked, whether regular or

overtime;

- m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- o. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- p. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- q. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- r. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

49. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off the clock work and meal and rest violations they were required to endure are typical of those of the other Class members.

D. Adequacy of Representation

50. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

51. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee in the Class has been damaged and is entitled to recovery

1 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

2 52. As to the issues raised in this case, a class action is superior to all other methods for
3 the fair and efficient adjudication of this controversy, as joinder of all Class members is
4 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
5 members. Further, as the economic or other loss suffered by vast numbers of Class members may
6 be relatively small, the expense and burden of individual actions makes it difficult for the Class
7 members to individually redress the wrongs they have suffered. Moreover, in the event
8 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
9 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
10 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
11 to vindicate their rights for violations they endured which they would otherwise be foreclosed
12 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

13 53. Class action treatment will allow those persons similarly situated to litigate their
14 claims in the manner that is most efficient and economical for the parties and the judicial system.
15 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
16 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
17 set forth the subject and nature of the instant action. The Defendants' own business records can be
18 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
19 that any further notice is required additional media and/or mailings can be used.

20 54. Defendants, as prospective and actual employers of the Employees in the Class,
21 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
22 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
23 Employees as well as the effect of any alleged arbitration agreements that may have been forced
24 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
25 and policies, most notably intentionally refusing to pay for all hours actually worked which should
26 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
27 agreements and policies and practices on the Employees and Class as a whole.

28

55. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there any discussion about Plaintiff's and the Class members' waiver of their Constitutional rights of trial by jury, to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation tolled until such time as Plaintiff and the Class members discovered their claims.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

56. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

57. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and patients and by paying what should have been overtime hours as regular hours. Defendants' uniformly applied policies required systematic off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members, including by requiring systematic off the clock work. To the extent any local wage ordinances were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

1 58. In California, employees must be paid at least the applicable state minimum wage
2 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
3 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
4 California Labor Code § 204, other applicable laws and regulations, and public policy, an
5 employer must timely pay its employees for all hours worked. Defendants failed to do so.

6 59. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
7 states: “The minimum wage for employees fixed by the commission is the minimum wage to be
8 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The
9 applicable minimum wage rate fixed by the commission for work during the relevant period is
10 found in the Wage Orders.

11 60. The minimum wage provisions of California Labor Code are enforceable by private
12 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
13 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
14 overtime compensation applicable to the employee is entitled to recover in a civil action the
15 unpaid balance of the full amount of this minimum wage or overtime compensation, including
16 interest thereon, reasonable attorney’s fees and costs of suit.”

17 61. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
18 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
19 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
20 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
21 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
22 the absence of a contractually agreed upon one.

23 62. In committing these violations of the California Labor Code, Defendants
24 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
25 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
26 time worked by Plaintiff and other members of the Class, including by requiring off the clock
27 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
28 all earned wages, and other benefits in violation of the California Labor Code, the Industrial

1 Welfare Commission requirements and other applicable laws and regulations. As a result of these
2 violations, Defendants also failed to timely pay all wages earned in accordance with California
3 Labor Code § 1194.

4 63. California Labor Code § 1194.2 also provides for the following remedies: “In any
5 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
6 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
7 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

8 64. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
9 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
10 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
11 pay each employee minimum wages.

12 65. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
13 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
14 interest thereon.

15 66. Defendants have the ability to pay minimum wages for all time worked and have
16 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
17 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

18 67. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
19 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
20 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
21 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
22 members of the Class further request recovery of all unpaid wages, according to proof, interest,
23 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
24 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
25 wage compensation is determined to be owed to the Class members who have terminated their
26 employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore
27 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
28 which penalties are sought herein on behalf of these Class members. Defendants’ failure to timely

1 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
2 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
3 alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class
4 members are entitled to seek and recover statutory costs.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY ALL WAGES DUE TO ILLEGAL ROUNDING**

7 **(Against All Defendants)**

8 68. Plaintiffs incorporate by reference and reallege each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
10 forth herein.

11 69. Labor Code § 204 establishes the fundamental right of all employees in the State of
12 California to be paid wages, including straight time and overtime, in a timely fashion for their
13 work.

14 70. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
15 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
16 the rate of no less than one and one-half times the regular rate of pay for any employee."

17 71. Labor Code § 1182.12, effective July 1, 2014, states: "Notwithstanding any other
18 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not
19 less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all
20 industries shall be not less than ten dollars (\$10) per hour." Further, under Labor Code §
21 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall
22 be as follows: "From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty
23 cents (\$10.50) per hour." Under Labor Code § 1182.12(b)(1)(B), for any employer who employs
24 26 or more employees, the minimum wage shall be as follows: "From January 1, 2018, to
25 December 31, 2018, inclusive, - eleven dollars (\$11) per hour." Under Labor Code §
26 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage shall
27 be as follows: "From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per
28 hour." Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or more

employees, the minimum wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, under to Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15) per hour.”

72. Labor Code § 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

73. Further, under to Labor Code § 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

74. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

75. Under the IWC Wage Order(s), Defendants are required to pay the members of the Rounding Class for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

76. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

- a. Administered a uniform company policy and practice as to the rounding policies regarding the members of the Rounding Class; and
- b. Used a timekeeping system that could track the exact amount of time worked; and
- c. Rounded the actual time worked and recorded by the members of the Rounding Class, usually down, so that during the course of their employment, the members of

1 the Rounding Class were paid far less than they would have been paid had they
2 been paid for actual time rather than “rounded” time.

3 77. Because Defendants required the members of the Rounding Class to remain under
4 Defendants’ control without paying therefore, this resulted in the members of the Rounding Class
5 earning less than the legal minimum wage in the State of California.

6 78. Defendants’ pattern, practice and uniform administration of corporate policy
7 regarding illegal employee compensation as described herein is unlawful and creates an
8 entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Rounding
9 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
10 appropriate rate.

11 79. Further, Defendants’ pattern and practice in uniform administration of corporate
12 policy regarding Defendants’ failure to pay the legal minimum wage to the members of the
13 Rounding Class as described herein is unlawful and entitles them, under Labor Code § 1194(a), to
14 recovery of the unpaid balance of the full amount of the unpaid minimum wages owed, calculated
15 as the difference between the straight time compensation paid and the applicable minimum wage
16 (and/or the full amount of unpaid overtime compensation, which includes any unpaid straight time
17 and unpaid overtime premium for overtime hours worked), including interest thereon.

18 80. Under Labor Code § 1194.2(a) (which provides that in any action under Labor
19 Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the
20 Rounding Class seek recovery of liquidated damages in an amount equal to the wages unlawfully
21 unpaid and interest thereon.

22 81. That calculation of individual damages for the members of the Rounding Class may
23 at some point be required does not foreclose the possibility of taking common evidence on
24 questions regarding their entitlement to overtime compensation.

25 82. Under Labor Code §§ 218.6 and 1194(a) and Civil Code §3287, the members of the
26 Rounding Class seek recovery of pre-judgment interest on all amounts recovered herein.

27 83. Under Labor Code §§ 218.5 and/or 1194, the members of the Rounding Class
28 request that the Court award reasonable attorneys’ fees and costs incurred by them in this action.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 85. California Labor Code § 1194 provides that “any employee receiving less than the
7 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
8 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
9 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
10 may be maintained directly against the employer in an employee’s name without first filing a
11 claim with the Division of Labor Standards and Enforcement.

12 86. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
13 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
14 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
15 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
16 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
17 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
18 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
19 work in a workweek.

20 87. Defendants had a consistent policy of not paying Employees wages for all hours
21 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
22 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
23 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
24 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
25 clock work, as detailed above.

26 88. Defendants thus had a consistent policy of not paying Employees wages for all
27 hours worked, including hours at their required regular, overtime, and double-time rates.
28 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted

1 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
2 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the
3 Class members all earned and owed straight time and overtime wages and other benefits, in
4 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
5 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
6 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
7 employees to work through meal periods or remain under Defendants' control when they were
8 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
9 respond to demands from customers and managers.

10 89. Therefore, Employees were not properly compensated, nor were they paid overtime
11 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
12 Based on information and belief, Defendants did not make available to Employees a reasonable
13 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
14 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
15 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
16 Class members to work through meal periods when they were required to be clocked out or to
17 otherwise work off the clock to complete their daily job duties.

18 90. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
19 regular wages owed and overtime compensation for all hours worked, as required by California
20 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
21 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
22 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

23 91. Additionally, Labor Code § 558(a) provides "any employer or other person acting
24 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
26 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
27 pay period for which the employee was underpaid in addition to an amount sufficient to recover
28 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid in addition to an
2 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
3 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
4 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
5 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
6 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
7 Code § 558.

8 92. Defendants’ failure to pay compensation in a timely fashion also constituted a
9 violation of California Labor Code § 204, which requires that all wages shall be paid
10 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
11 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
12 and overtime compensation earned by Employees. Each such failure to make a timely payment of
13 compensation to Employees constitutes a separate violation of California Labor Code § 204.

14 93. Employees have been damaged by these violations of California Labor Code §§
15 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
16 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
17 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
18 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
19 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
20 any order or ruling of the commission.”

21 94. Consequently, pursuant to the California Labor Code, including Labor Code §§
22 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
23 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
24 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
25 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
26 against Defendants, and each of them, and any additional sums as provided by the Labor Code
27 and/or other statutes.

28

1 **FOURTH CAUSE OF ACTION**

2 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 95. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 96. Employees regularly worked shifts greater than five (5) hours and in some
7 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
8 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
9 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
10 for a shift of more than ten (10) hours without providing him or her with a second meal period of
11 not less than thirty (30) minutes.

12 97. Defendants failed to provide Employees with meal periods as required under the
13 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
14 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
15 provided them after Employees worked beyond the fifth hour of their shifts or Employees
16 otherwise had them shortened and interrupted by work demands and requirements to perform off
17 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
18 on the occasions when Employees worked more than ten hours in a given shift, they did so
19 without receiving a second uninterrupted thirty-minute meal period as required by law.

20 98. Defendants thus failed to provide Plaintiff and the Class members with meal
21 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
22 including by not providing them with the opportunity to take meal breaks, by providing them late
23 or for less than thirty minutes, or by requiring them to perform work during breaks.

24 99. Moreover, Defendants failed to compensate Employees for each meal period not
25 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
26 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
27 employee a meal period in accordance with this section, the employer shall pay the employee one
28 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal

1 period is not provided. As detailed above, when Defendants paid any meal period premiums, they
2 upon information and belief underpaid them by miscalculating the regular rate of compensation by
3 not including all forms of remuneration in it. Defendants thus failed to compensate the Employees
4 in the Class for each meal period not provided or inadequately provided, as required under Labor
5 Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

6 100. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
7 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
8 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
9 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
10 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
11 other statutes and applicable IWC Wage Order paragraphs.

12 **FIFTH CAUSE OF ACTION**

13 **REST BREAK LIABILITY UNDER LABOR CODE § 226.7**

14 **(Against All Defendants)**

15 101. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 102. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
18 provide that employers must authorize and permit all employees to take rest periods at the rate of
19 ten minutes net rest time per four (4) work hours.

20 103. Employees consistently worked consecutive four hour shifts and were generally
21 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
22 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
23 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
24 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
25 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
26 to authorize and permit Plaintiff and the Class members to take lawful rest breaks. Employees
27 were often required to work or to otherwise remain under Defendants' control during rest periods,
28 including by responding to work requirements, and had breaks provided untimely as a result of the

1 above described off the clock work.

2 104. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
3 Orders provide that if an employer fails to provide an employee rest period in accordance with this
4 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
5 compensation for each workday that the rest period is not provided. Defendants failed to do so.

6 105. Defendants, and each of them, have therefore intentionally and improperly denied
7 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
8 paragraph 12 of the applicable IWC Wage Orders.

9 106. Defendants failed to authorize and permit Plaintiff and the Class members to take
10 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
11 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
12 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
13 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants paid any rest break
14 premiums, they upon information and belief, underpaid them by miscalculating the regular rate of
15 compensation by not including all forms of remuneration in it. Defendants thus failed to
16 compensate the Employees in the Class for each rest period not provided or inadequately
17 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
18 Wage Order.

19 107. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
20 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
21 of wages at their effective hourly rates of pay for each day worked without the required rest
22 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
23 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

24 **SIXTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 226(a)**

26 **(Against All Defendants)**

27 108. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 109. California Labor Code § 226(a) requires an employer to furnish each of his or her
2 employees with an accurate, itemized statement in writing showing the gross and net earnings,
3 total hours worked, and the corresponding number of hours worked at each hourly rate; these
4 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
5 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
6 statements may be given to the employee separately from the payment of wages; in either case the
7 employer must give the employee these statements twice a month or each time wages are paid.

8 110. Defendants failed to provide Plaintiff and the similarly situated Employee Class
9 members with accurate itemized wage statements in writing, as required by the Labor Code and
10 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
11 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
12 including for all overtime and double time hours worked and for deficient meal periods and rest
13 breaks, all of which Defendants knew or reasonably should have known were owed to the
14 Employees, as alleged above.

15 111. Throughout the liability period, Defendants intentionally failed to furnish to
16 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
17 showing: (1) gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5)
18 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and only the last four digits of his or her social security number or an
20 employee identification number other than a social security number, (8) the name and address of
21 the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate by the employee
23 pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other
24 statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the
25 Class members with such timely and accurate wage and hour statements.

26 112. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
27 and intentional failure to provide them with the wage and hour statements as required by law and
28 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the

1 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
2 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
3 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
4 wage statement alone one or more of the following: (i) The amount of the gross wages or net
5 wages paid to the employee during the pay period or any of the other information required to be
6 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
7 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
8 wages paid to the employee during the pay period, (iii) The name and address of the employer
9 and, (iv) The name of the employee and only the last four digits of his or her social security
10 number or an employee identification number other than a social security number. For purposes
11 of Labor Code § 226(e) “promptly and easily determine” means a reasonable person [i.e. an
12 objective standard] would be able to readily ascertain the information without reference to other
13 documents or information.

14 113. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
15 are required “to pay each employee, on the established payday for the period involved, not less
16 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
17 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
18 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members
19 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
20 4(B) and paragraph 20 of the applicable IWC Wage Orders.

21 114. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
22 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
23 Class suffered injuries, including among other things confusion over whether they received all
24 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
25 them to make mathematical computations to analyze whether the wages paid in fact compensated
26 them correctly for all hours worked.

27 115. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
28 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of

1 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
2 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
3 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
4 an award of costs and reasonable attorneys' fees.

5 **SEVENTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 221**
7 **(Against All Defendants)**

8 116. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 117. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
11 receive from an employee any part of wages theretofore paid by said employer to said employee."
12 Pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy,
13 an employer must timely pay its employees for all hours worked. Defendants failed to do so.

14 118. Defendants unlawfully received and/or collected wages from the Employees in the
15 Class by requiring off the clock work, by miscalculating overtime, and by not paying one hour of
16 pay at the regular rate of compensation for every meal and rest period violation endured by
17 Plaintiff and the other Class members, as alleged above. By not compensating Employees for all
18 hours worked and meal and rest period premiums, Defendants unlawfully deducted wages earned
19 in violation of Labor Code § 221.

20 119. As a direct and proximate cause of the unauthorized deductions, Employees have
21 been damaged, in an amount to be determined at trial.

22 **EIGHTH CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE § 204**
24 **(Against All Defendants)**

25 120. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 121. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
28 employment are due and payable twice during each calendar month, on days designated in

1 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
2 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
3 during which the labor was performed, and labor performed between the 16th and the last day,
4 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
5 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
6 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
7 calendar days following the close of the payroll period.” As detailed above, Defendants
8 maintained a consistently applied policy and practice of not paying all wages earned between the
9 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
10 between the 16th and the last day of the month between the 1st and 10th day of the following month.
11 Defendants similarly failed to pay all wages earned by not more than seven calendar days
12 following the close of the payroll period.

13 122. All wages due and owing to Plaintiff and the Class members, including as required
14 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
15 required by Labor Code § 1194 and other sections became due and payable to each employee in
16 each pay period that he or she was not provided with a meal period or rest period or paid straight
17 or overtime wages to which he or she was entitled.

18 123. Defendants violated Labor Code § 204 by systematically refusing to timely pay
19 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
20 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
21 payday for the period involved, not less than the applicable minimum wage for all hours worked in
22 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
23 hours than those fixed by the order or under conditions of labor prohibited by the order is
24 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
25 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
26 penalties under paragraph 20 of the applicable IWC Wage Orders.

27 124. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
28 represent have been deprived of wages in amounts to be determined at trial, and they are entitled

1 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
2 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
3 applicable IWC Wage Orders.

4 **NINTH CAUSE OF ACTION**
5 **VIOLATION OF LABOR CODE § 203**
6 **(Against All Defendants)**

7 125. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 126. Plaintiff and numerous Class members are no longer employed by Defendants; they
10 either quit Defendants' employ or were fired therefrom.

11 127. Defendants failed to pay these Employees all wages due and certain at the time of
12 termination or within seventy-two hours of resignation.

13 128. The wages withheld from these Employees by Defendants remained due and owing
14 for more than thirty days from the date of separation from employment. Additionally, Defendants
15 failed to pay Plaintiff her final check at the time of her termination.

16 129. Defendants thus failed to pay Plaintiff and the Class members without abatement,
17 all wages as defined by applicable California law. Among other things, these Employees were not
18 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
19 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
20 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
21 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
22 required time was willful within the meaning of Labor Code § 203.

23 130. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
24 are required "to pay each employee, on the established payday for the period involved, not less
25 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
26 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
27 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members
28 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph

1 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
2 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
3 Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer
4 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
5 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
6 “violates...any provision of this chapter or any order or ruling of the commission.”

7 131. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
8 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
9 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
10 shall continue until paid for up to thirty (30) days from the date they were due.

11 **TENTH CAUSE OF ACTION**

12 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

13 **(Against All Defendants)**

14 132. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 133. California Labor Code § 1174 requires that all employers shall keep accurate time
17 and wage records for all employees. California Labor Code § 1174.5 further requires that any
18 employee suffering injury due to a willful violation of the aforementioned obligations may seek
19 damages, including civil penalties, from the employer.

20 134. During the course of Plaintiff’s and Employees’ employment, Defendants
21 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
22 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
23 premium pay as discussed above and failing to document and pay for actual hours worked.

24 135. Defendants are also required by the California Labor Code § 1198 and the
25 applicable Wage Order to maintain a tracking system that accurately records the times during
26 which Employees work.

27 136. Defendants have maintained a common unlawful policy and practice of failing to
28 accurately record all hours worked and all meal period start and end times.

1 137. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
2 knew wages to be due but failed to pay them.

3 138. Accordingly, Defendants are liable for civil penalties pursuant to the California
4 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

5 **ELEVENTH CAUSE OF ACTION**
6 **FAILURE TO PRODUCE REQUESTED RECORDS, LABOR CODE §§ 226 and 1198**
7 **(Against All Defendants)**

8 139. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

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

15 141. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
16 or his or her representative, has the right to inspect and receive a copy of the personnel records
17 that the employer maintains relating to the employee's performance or to any grievance concerning
18 the employee. Under this statute, upon written request from a current or former employee or his or
19 her representative, an employer must make the contents of those personnel records available for
20 inspection or provide a copy of the personnel records to the current or former employee, or his or
21 her representative, not later than thirty calendar days from the date the employer receives the
22 written request, subject to some limited exceptions. Failure to comply with these requests allows
23 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
24 226(f).

25 142. Plaintiff sent written requests through her counsel to Defendants for their payroll
26 records, timecards, and personnel records. However, Plaintiff has not received all of her requested
27 records as of the date of this Complaint.

28

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

144. On information and belief, Defendants' failure to provide Plaintiff with all of her requested employment records is not an isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff and Employees.

145. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

146. Pursuant to California Labor Code § 226(f), Plaintiff is entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other Class members similarly situated are similarly entitled.

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802

(Against All Defendants)

147. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

148. Plaintiff is informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Class members to pay for necessary work related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management on her personal phone and car mileage when Plaintiff was on-call shifts and had to abruptly return to the workplace. Plaintiff and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

149. Defendants thus followed a uniform policy and practice of failing to reimburse Employees for these necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

150. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiff and the Class members resulted in damages because, among other

1 things, Defendants did not inform employees of their right to be reimbursed for those work related
2 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
3 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
4 necessary expenses was an expected and essential function of their employment with Defendants
5 and that failure to incur those expenses would have adverse consequences on their employment.

6 151. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
7 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
8 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
9 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
10 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
11 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

12 **THIRTEENTH CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

14 **(Against All Defendants)**

15 152. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
17 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
18 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
19 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
20 the public interest within the meaning of Code of Civil Procedure § 1021.5.

21 153. Plaintiff is a "person" within the meaning of Business & Professions Code
22 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
23 relief, restitution, and other appropriate equitable relief.

24 154. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
25 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
26 fraudulent in that Defendants' policy and practice failed to provide the required amount of
27 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
28 Class members for all hours worked, due to systematic business practices as alleged herein that

1 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
2 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
3 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
4 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

5 155. Wage-and-hour laws express fundamental public policies. Paying employees their
6 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
7 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
8 vigorously to enforce minimum labor standards, to ensure that employees are not required or
9 permitted to work under substandard and unlawful conditions, and to protect law-abiding
10 employers and their employees from competitors who lower costs to themselves by failing to
11 comply with minimum labor standards.

12 156. Defendants have violated statutes and public policies. Through the conduct alleged
13 in this Complaint Defendants have acted contrary to these public policies, have violated specific
14 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
15 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
16 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
17 guaranteed to all employees under the law.

18 157. Defendants' conduct, as alleged above, constitutes unfair competition in violation
19 of the Business & Professions Code § 17200 *et seq.*

20 158. By engaging in the conduct herein alleged, by failing to pay wages and overtime,
21 failing to provide meal periods and rest breaks, etc., Defendants either knew or in the exercise of
22 reasonable care should have known that their conduct was unlawful; therefore, their conduct
23 violates the Business & Professions Code § 17200 *et seq.*

24 159. By the conduct alleged herein, Defendants have engaged and continue to engage in
25 a business practice which violates California and federal law, including but not limited to, the
26 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
27 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
28 should issue declaratory and other equitable relief pursuant to California Business & Professions

Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

160. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

161. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

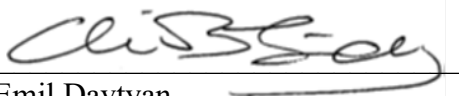
1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and no premium pay was paid therefor from at least four years prior to the filing of this action, as may be proven;

7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
14. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
15. For other wages and penalties under the Labor Code as may be proven;
16. For all general, special, and incidental damages as may be proven;
17. For an award of pre-judgment and post-judgment interest;
18. For an award providing for the payment of the costs of this suit;
19. For an award of attorneys' fees; and
20. For such other and further relief as this Court may deem proper and just.

DATED: March 14, 2024

D.LAW, INC.

By


Emil Davtyan
David Yeremian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff Carol Arch
and the putative class

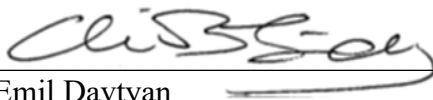
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: March 14, 2024

D.LAW, INC.

By



Emil Davtyan
David Yeremian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff Carol Arch
and the putative class