

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Jean Hopkins Power (SBN 326509)
j.power@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Attorneys for Plaintiffs Carol Arch and Erika Roacho
on behalf of themselves and all others similarly situated

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

CAROL ARCH, an individual, on behalf of
themselves 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.: CVRI2401397

CLASS ACTION

Assigned for All Purposes To:

Hon. Harold W. Hopp

Dept.: 1

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages due to 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, Labor Code § 2802;
13. Violation of Business & Professions Code § 17200 *et seq.*; and
14. Penalties under PAGA Labor Code § 2698.

DEMAND FOR JURY TRIAL

Complaint filed: March 14, 2024

FAC filed: May 20, 2024

Trial: None set

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

5 **INTRODUCTION**

6 1. Plaintiffs bring this action on behalf of themselves 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”). Plaintiffs allege 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 Arch worked as a Special Procedures Registered Nurse at one of
15 Defendants’ facilities and locations in Corona, California. Plaintiff Roacho worked as a Pharmacy
16 Technician at one of Defendants’ facilities and locations in Corona, California. Plaintiffs and the
17 other Class members were employed by Defendants as non-exempt, hourly employees at
18 Defendants’ locations and facilities in California, including in positions related to providing
19 healthcare, pharmaceutical support, and related services to Defendants’ customers. Plaintiffs
20 worked at Defendants’ behest without being paid all wages due and without being provided all
21 required breaks. More specifically, Plaintiffs and the other similarly situated Class members were
22 employed by Defendants and shared similar job duties and responsibilities, were subjected to the
23 same policies and practices, and endured similar violations at the hands of Defendants as the other
24 Employees who served in similar and related positions.

25 3. Defendants required Plaintiffs and the Employees in the Class to work off the clock
26 and failed to record accurate time worked by these Employees, failed to pay them at the
27 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
28 resignation, and provided Plaintiffs and the Class members with inaccurate wage statements that

1 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
2 Plaintiffs and the Class with lawful meal and rest periods, as Employees were required to remain
3 under Defendants' control and were not provided with the opportunity to take full uninterrupted,
4 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the
5 applicable paragraphs of the IWC Wage Orders.

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

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

1 the relevant period. Defendant, CORONA REGIONAL MEDICAL CENTER is listed on all of
2 Plaintiffs' personnel documents.

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

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

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

FACTUAL BACKGROUND

9. The Employees who comprise the Class, including Plaintiffs, 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, Plaintiffs 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. Plaintiffs also contend that Defendants failed to pay Plaintiffs 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 Plaintiffs 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 Arch was employed by Defendants as a Special Procedures Registered Nurse at Defendants’ Corona, California facility. Plaintiff Arch generally worked over forty hours per week, five days per week, which resulted in shifts of approximately eight hours in duration. Plaintiff Arch’s shifts were generally scheduled from 7:30 a.m. to 4:00 p.m.

12. For much of her employment, Plaintiff Roacho was employed by Defendants as a Pharmacy Technician at Defendants’ Corona, California facility. Plaintiff Roacho generally worked over forty hours per week, five days per week, which resulted in shifts of approximately

1 eight hours in durations. Plaintiff Roacho's shifts were generally scheduled from 10:00 A.M. to
2 6:30 P.M. and 2:00 P.M. to 10:30 P.M..

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

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

21 15. Plaintiff Roacho and Class Members incurred unpaid time by engaging in unpaid
22 pre-shift work. Plaintiff Roacho was compelled to arrive at work early, wait in line to show her
23 badge to security to enter Defendants' facility. Next, Plaintiff Roacho had to traverse the
24 building to the pharmacy, where she worked, and had to show her badge to another layer of
25 security. This took Plaintiff Roacho and class members 4-5 minutes each day that went unpaid.
26 Defendants expected Plaintiff Roacho and the Class members to use this time to access the
27 workplace without getting paid.

28 16. Plaintiffs and the Class members were also required to be available via pager

1 and/or mobile phone during all meal and rest periods and they were frequently interrupted and
2 unable to take uninterrupted meal and rest breaks. Due to the heavy volume of work, Plaintiffs
3 were habitually compelled to remain under Defendants' control and/or work through parts of their
4 meal periods in order to complete their work. Defendants were well aware that their facilities
5 were understaffed and as a result, Employees were required to work additional hours that were
6 often uncompensated or otherwise underpaid. Defendants required that all overtime hours must
7 be pre-approved by Defendants' managers. Thus, if Plaintiffs failed to complete all their work
8 during their scheduled hours, they would be forced to incur overtime hours which Defendants'
9 management frowned upon and rarely authorized. Thus, Plaintiffs were forced to work through
10 parts of their meal periods to complete all their work and to avoid incurring an amount of
11 overtime that Defendants would not accept and pay. These additional hours worked generally
12 went uncompensated despite the fact Plaintiffs were under Defendants' control or was otherwise
13 required to continue performing job duties or to remain standing by to perform them.

14 17. Plaintiffs and other Employees' rest breaks were also routinely interrupted or not
15 provided at all due to pressing work demands. Due to understaffing and the heavy volume of
16 work, Employees were generally authorized and permitted to take only a single rest break, if they
17 were able and authorized to take one at all. Additionally, Plaintiffs and the Class members were
18 also required to work or otherwise remain under Defendants' control after their shift end times,
19 including on-site and through after-hours work-related communications and other work
20 requirements Defendants required them to perform off the clock.

21 18. The Defendants required Plaintiff Roacho to clock out, collect her belongings, and
22 plug in her work station radio in the charging station after she clocked out. This occurred on a
23 daily basis and caused Plaintiff Roacho to work for 5-10 minutes off the clock, each day worked,
24 without being compensated.

25 19. Defendants followed similar unlawful practices, upon information and belief, in
26 connection with other Employees in a concerted effort to limit and restrict regular and overtime
27 hours earned by and owing to Plaintiffs and the other Class members. Time worked off the clock
28 also caused Plaintiffs and other Class members to work beyond eight hours in a shift. As a result

1 of the above-described off the clock work and rounding and time shaving, Defendants failed to
2 pay Plaintiffs and Class members overtime for several minutes at the end of work shifts which
3 Defendants did not record in any timekeeping or payroll records. Defendants thus both failed to
4 pay overtime hours and failed to compensate them at the correct premium rates.

5 20. Plaintiffs were therefore not paid for all their hours worked at the required
6 minimum, overtime and double time wage rates due to Defendants' policy and practice of
7 requiring them to work off the clock and without pay. With work shifts generally scheduled for
8 eight hours or more, this unpaid off the clock work resulted in Plaintiffs and the Class members
9 working past eight hours on a shift, which required that they be paid at the correct overtime rate
10 of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiffs and the Class
11 members by failing to pay them at the required overtime rates for all hours over eight in a work
12 shift or over forty in a work week, and all hours over twelve in a day at the required double time
13 rate. Upon information and belief, the Class members were bound by similar scheduling and
14 work policies which Defendants required them to follow and endured similar violations at
15 Defendants' hands as Plaintiff.

16 21. On September 28, 2023, Counsel for Plaintiff Arch requested her payroll and
17 personnel files from the Defendants, and Plaintiff Arch received some of the personnel records on
18 October 25, 2023; however, the actual Employee Handbook was not produced. As of the date of
19 this filing, Defendants have also failed to produce Plaintiff's entire personnel file despite multiple
20 requests to that end. Defendants have either failed to maintain timekeeping records for Plaintiffs
21 that would permit Plaintiffs to discover the nature and extent of the off the clock work
22 Defendants' required and the actual hours Plaintiffs worked, or have otherwise declined to
23 produce them to Plaintiffs in response to a timely and lawful request. By failing to pay for all
24 hours worked, Defendants have committed knowing and intentional ongoing violations of the
25 record keeping requirements under the Labor Code §§ 226 and 1174.

26 22. As a result of the above-described unlawful requirements to work off the clock,
27 the failure to accurately record all hours worked and the other wage violations they endured at
28 Defendants' hands, Plaintiffs and the Class members were not properly paid all wages earned and

1 all wages owed to them by Defendants, including when working more than eight hours in any
2 given day and/or more than forty hours in any given week. As a result of Defendants' unlawful
3 policies and practices, Plaintiffs and Class members incurred overtime hours worked for which
4 they were not adequately and completely compensated, in addition to the hours they were
5 required to work off the clock at their regular rates.

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

16 24. Therefore, during the relevant period, Defendants had a consistent policy or
17 practice of failing to pay Employees for all hours worked and failing to pay minimum wages for
18 all time worked, as required by California law. Defendants thus followed a consistent policy or
19 practice of failing to pay Employees overtime compensation at the correct premium overtime rates
20 for all hours worked in excess of eight hours a day and/or forty hours a week and double-time
21 rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and
22 the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiffs and the
23 Class members bonuses and shift differentials and other forms of remuneration above and beyond
24 their hourly pay, upon information and belief Defendants miscalculated and therefore underpaid
25 any overtime they paid during these pay periods by failing to include all forms of remuneration in
26 the regular rate used to calculate and pay overtime.

27 25. Defendants also failed to provide Plaintiffs and the Class members with their
28 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of

1 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
2 provide lawful meal periods to Plaintiffs and the Class members, as required under the Labor
3 Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
4 authorize and permit Plaintiffs and the employee Class Members to take all required 10-minute
5 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

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

17 27. Therefore, meal period violations systematically occurred throughout all of
18 Plaintiffs' work shifts where Defendants failed to provide a lawful meal period and also failed to
19 provide a meal premium payment. To the extent Defendants ever did pay Plaintiffs a meal period
20 premium, they failed to include all forms of remuneration beyond hourly wages in the regular
21 hourly rate used to pay the one-hour premium payment. Upon information and belief, the other
22 Class members were subjected to similar unlawful policies and practices and endured similar
23 violations as Plaintiff.

24 28. Defendants thus failed to provide all the legally required unpaid, off-duty meal
25 periods and all the legally required paid, off-duty rest periods to Plaintiffs and the other Class
26 members, as required by the applicable Wage Order and Labor Code. Plaintiffs and other Class
27 members were required to perform work as ordered by Defendants or otherwise remain under
28 Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often

1 required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks.
2 Additionally, as addressed above, Defendants followed a practice of requiring off the clock work,
3 in a manner that would impact when Employees were to receive meal periods and rest breaks,
4 thus leading to further violations.

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

15 30. Therefore, for at least four years prior to the filing of this action and through to the
16 present, Plaintiffs and the Class members were unable to take off-duty breaks or were otherwise
17 not provided with the opportunity to take required meal breaks due to Defendants' policies and
18 practices. On the occasions when Plaintiffs and the Class members were provided with a meal
19 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
20 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
21 more of the following manners:

22 (a) Class members were not provided full thirty-minute duty free meal periods
23 for work days in excess of five hours and were not compensated one hour's
24 wages in lieu thereof, all in violation of, among others, Labor Code §§
25 226.7, 512, and the applicable Industrial Welfare Commission Wage
26 Order(s);

27 (b) Class members were not provided second full thirty-minute duty free meal
28 periods for work days in excess of ten hours;

- (c) Class members were required to work through at least part of their daily meal period(s);
- (d) Meal periods were provided after five hours of continuous work during a shift; and
- (e) Class members were restricted in their ability to take a full thirty-minute meal period and were not permitted to leave their work premises during meal periods and were otherwise required to remain under Defendants' control during meal periods.

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

32. Given the constant and ongoing job demands they faced and Defendants' failure to adequately staff its facilities to permit employees to take breaks, Plaintiffs were compelled to remain on the premises performing job-related duties while also remaining under Defendants' control during times when they were supposed to be enjoying a duty-free rest break. By uniformly requiring Plaintiffs and the other similarly situated co-workers to remain under Defendants' control and on premises during rest breaks, Defendants committed systematic and ongoing rest break violations. To the extent Defendants paid any rest break premium payments under Labor Code § 226.7 to Plaintiffs or Class members these payments failed to include all forms of remuneration, including shift differentials and bonuses and premium payments to Plaintiff, in the regular hourly rate at which they paid the rest break premiums.

33. Defendants' management did not emphasize the requirement to provide at least one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and when Plaintiffs were permitted to take a ten-minute rest break on a shift, they were not permitted to take a second one or a third one or any breaks were untimely or impermissibly

1 shortened. Further violations occurred as Plaintiffs and the Class members were required to
2 remain under Defendants' control by not being able to leave the premises and by Defendants'
3 requirement that they remain ready to respond to work requirements and job demands.
4 Defendants also required Plaintiffs and the Class members to remain under Defendants' control
5 during any rest breaks they were authorized to take by responding to pages and messages and
6 other work related questions and demands from customers and management.

7 34. Therefore, Defendants failed to authorize and permit Class members to take all
8 their required rest breaks. Plaintiffs and the other similarly situated Class members were either
9 not authorized permitted the opportunity to take a rest break, or were required to remain under
10 Defendants' control and respond to instructions and job demands. Defendants also failed to
11 authorize and permit Employees to leave the property premises during rest breaks, or else
12 prevented them from doing so, evidencing Defendants' policy and practice of requiring Plaintiffs
13 and the Class members to remain under their control during required off-duty rest breaks.

14 35. Defendants' policies and practices thus systematically deny and denied Plaintiffs
15 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
16 periods. The California Supreme Court has instructed that the rest period requirement obligates
17 employers to permit and authorize employees to take-off-duty rest periods. That is, during rest
18 periods employers must relieve employees of all duties and relinquish control over how
19 employees spend their time. Plaintiffs and the Class members were and are under Defendants'
20 control when they are working through rest breaks, and Defendants failed to schedule or account
21 for required first, second, and third rest breaks during the shifts Plaintiffs and the Class members
22 generally worked.

23 36. Plaintiffs and the Employees in the Class were not authorized and permitted to
24 take lawful rest periods, were systematically required by Defendants to work through or during
25 breaks, and were not provided with one hour's wages in lieu thereof. They were required to
26 remain on duty during breaks or portions of their breaks, thus making them either untimely or
27 shortened and on-duty, and they were also prevented from leaving the premises during rest breaks
28

1 under Defendants' policies and practices. Rest period violations therefore arose in one or more of
2 the following manners:

- 3 (a) Class members were required to work without being provided a minimum
4 ten minute rest period for every four hours or major fraction thereof worked
5 and were not compensated one hour of pay at their regular rate of
6 compensation for each workday that a rest period was not provided, and to
7 the extent Defendants paid any premiums, they failed to include all forms of
8 remuneration in the regular rate used to calculate and pay them.
- 9 (b) Class members were not authorized and permitted to take timely rest periods
10 for every four hours worked, or major fraction thereof; and
- 11 (c) Class members were required to remain on duty and under Defendants'
12 control during rest periods or otherwise had their rest periods interrupted by
13 work demands.

14 37. From at least four years prior to the filing of this lawsuit and continuing to the
15 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
16 deducting the Employees' earned wages, including by requiring off the clock work during breaks
17 and before and after work shifts and by unlawful rounding and off the clock work and
18 miscalculating the regular rate and accordingly underpaying overtime wages and meal and rest
19 break premiums. By not compensating Employees for all hours worked and under Defendants'
20 control at the correct rates, Defendants unlawfully deducted wages earned by and owed to
21 Plaintiffs and the Class members, in violation of Labor Code § 221.

22 38. As a result of these illegal policies and practices, Defendants also engaged in and
23 enforced the following additional unlawful practices and policies against Plaintiffs and the Class
24 members they seek to represent:

- 25 (a) failing to pay all wages owed to Class members who either were discharged,
26 laid off, or resigned in accordance with the requirements of Labor Code §§
27 201, 202, 203 and 227.3;
- 28

- (b) failing to pay all wages owed to the Class members twice monthly in accordance with the requirements of Labor Code § 204;
- (c) failing to pay Class members all wages owed, including all meal and rest period premium wages, and failing to pay them at the regular rate of compensation;
- (d) failing to maintain accurate records of Class members' hours worked and earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the applicable IWC Wage Orders; and
- (e) failing to produce timekeeping records in response to Plaintiffs' timely and lawful request to receive them under these authorities.

39. Defendants have also consistently failed to provide Class members with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirements of off the clock work and rounding, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiffs and the Class, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiffs and the Class members, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

40. Defendants have also failed to comply with Labor Code § 226(a) by inaccurately

1 listing the name and address of the legal entity that is the employer. On information and belief,
2 during the relevant time period, Defendants have listed UHS CORONA, INC. on wage statements
3 issued to Plaintiffs and Class members. Plaintiffs are uncertain about whether this is their
4 employer since the name of the location listed on the website, employee materials, and LinkedIn
5 page, the building where they worked states CORONA REGIONAL MEDICAL CENTER as their
6 employer. Defendants' failure to accurately name the legal entity employing Plaintiffs and Class
7 members on wage statements issued to them has caused confusion over the entity responsible for
8 addressing the Labor Code violations alleged by Plaintiff, including those under section 226(a)(8).

9 41. Defendants also provided Plaintiffs and the Class members with wage statements
10 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
11 Upon information and belief, Defendants mislabeled different payments as "PREM PAY," at the
12 same time as "OVT" paid at a rate higher than the 1.5 of the base rate, causing confusion. For the
13 same reasons as explained above, Plaintiffs and the Class members were provided with unlawful
14 wage statements that failed to reflect all hours worked and failed to pay for all overtime hours or
15 failed to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated
16 meal and rest break premiums, and sick time if and when they did pay them. Defendants followed
17 this unlawful policy and practice even though both Plaintiffs and Defendants were aware that
18 Plaintiffs and the Class members worked more total hours than were reflected on the wage
19 statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiffs
20 and the Employees in the Class were unable to discern from their wage statements alone the actual
21 hours they worked in total during a pay period and the rates they were paid for hours worked.

22 42. Defendants have thus also failed to comply with Labor Code § 226(a) by
23 inaccurately reporting total hours worked and total wages earned by Plaintiffs and the Class
24 members, along with the appropriate applicable rates, among others requirements. Plaintiffs and
25 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
26 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
27 applicable California IWC Wage Orders by failing to maintain time records showing when the
28 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor

Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

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

44. From at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have also regularly required Plaintiff and the Class members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to calls from management on her personal phone and car mileage when Plaintiffs were on-call shifts and had to abruptly return to the workplace. Additionally, Plaintiffs incurred costs for the purchase and maintenance of uniforms and were not fully reimbursed. Plaintiffs and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

45. In light of the foregoing, Plaintiffs and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698 *et. seq.*, 2802, 2810.5, and California Code of Regulations, Title 8, section 11000 *et seq.*

46. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiffs and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair,

unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

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

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

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

c. Subclass 3. Wages and Overtime Subclass. All Class members who were not 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,

1 including by requiring off the clock work.

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

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

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

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

15 l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
16 result of Defendants' business acts and practices, to the extent such acts and practices are found to
17 be unlawful, deceptive, and/or unfair.

18 48. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
19 modify the class description with greater particularity or to provide further division into subclasses
20 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
21 against Defendants, the Class Period should be adjusted accordingly.

22
23 49. Defendants, as a matter of company policy, practice and procedure, and in violation
24 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
25 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
26 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
27 worked by Plaintiffs and the other members of the Class, even though Defendants enjoyed the
28 benefit of this work, required Employees to perform this work and permitted or suffered to permit

1 this work. Defendants have uniformly denied these Class members wages to which these
2 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
3 order to unfairly cheat the competition and unlawfully profit.

4 50. This action has been brought and may properly be maintained as a class action
5 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
6 of interest in this litigation and the proposed Class is easily ascertainable from the employment
7 records for Plaintiffs and the Class members that Defendants are required to maintain under
8 California law.

9 **A. Numerosity**

10 51. The potential members of the Class as defined are so numerous that joinder of all
11 the Class members is impracticable. While the precise number of Class member has not been
12 determined at this time, Plaintiffs are informed and believes that Defendants employ or, during
13 the time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
14 Class definition within the State of California. Plaintiffs allege that Defendants' employment
15 records will provide information as to the number and location of all Class members.

16 **B. Commonality**

17 52. There are questions of law and fact common to the Class that predominate over any
18 questions affecting only individual Class members. The common questions are numerous and
19 substantial and flow from Defendants' uniform policies and/or practices of violating the California
20 Labor Code addressed above. As such, these common questions predominate over individual
21 questions concerning each individual Class Member's showing as to his or her eligibility for
22 recovery or as to the amount of damages. These common questions of law and fact include:

- 23 a. Whether Defendants failed to pay Employees minimum wages;
- 24 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 25 c. Whether Defendants' time rounding policies and practices are unlawful;
- 26 d. Whether Defendants failed to pay Employees overtime as required under Labor
27 Code § 510;
- 28 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable

IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;

f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;

g. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.

h. Whether Defendants violated Labor Code § 221;

i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

j. Whether Defendants' conduct was willful;

k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;

l. Whether Defendants violated Labor Code § 1194 by failing to compensate all 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 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.*

1 **C. Typicality**

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

8 **D. Adequacy of Representation**

9 54. Plaintiffs will fairly and adequately represent and protect the interest of the
10 Employee Class members. Counsel who represents Plaintiffs and the Employees in the Class are
11 experienced and competent in litigating employment class actions.

12 **E. Superiority of Class Action**

13 55. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
15 questions of law and fact common to all Employees predominate over any questions affecting only
16 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
17 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

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

1 57. Class action treatment will allow those persons similarly situated to litigate their
2 claims in the manner that is most efficient and economical for the parties and the judicial system.
3 Plaintiffs are unaware of any difficulties in managing this case that should preclude class
4 treatment. Plaintiffs contemplate the eventual issuance of notice to the proposed Class members
5 that would set forth the subject and nature of the instant action. The Defendants' own business
6 records can be utilized for assistance in the preparation and issuance of the contemplated notices.
7 To the extent that any further notice is required additional media and/or mailings can be used.

8 58. Defendants, as prospective and actual employers of the Employees in the Class,
9 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
10 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
11 Employees as well as the effect of any alleged arbitration agreements that may have been forced
12 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
13 and policies, most notably intentionally refusing to pay for all hours actually worked which should
14 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
15 agreements and policies and practices on the Employees and Class as a whole.

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

23 **FIRST CAUSE OF ACTION**
24 **FAILURE TO PAY MINIMUM WAGES**
25 **(Against All Defendants)**

26 60. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 61. Defendants failed to pay Employees minimum wages for all hours worked.

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

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

20 63. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
21 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
22 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
23 applicable minimum wage rate fixed by the commission for work during the relevant period is
24 found in the Wage Orders.

25 64. The minimum wage provisions of California Labor Code are enforceable by private
26 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
27 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
28 overtime compensation applicable to the employee is entitled to recover in a civil action the

1 unpaid balance of the full amount of this minimum wage or overtime compensation, including
2 interest thereon, reasonable attorney's fees and costs of suit."

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

9 66. In committing these violations of the California Labor Code, Defendants
10 inaccurately recorded, or required Plaintiffs and the Class members to input times that did not
11 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
12 time worked by Plaintiffs and other members of the Class, including by requiring off the clock
13 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
14 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
15 Welfare Commission requirements and other applicable laws and regulations. As a result of these
16 violations, Defendants also failed to timely pay all wages earned under Labor Code § 1194.

17 67. California Labor Code § 1194.2 also provides for the following remedies: "In any
18 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
19 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
20 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

21 68. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
22 1197.1, Plaintiffs and Class members are entitled to recover a penalty of \$100.00 for the initial
23 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
24 pay each employee minimum wages.

25 69. Pursuant to California Labor Code § 1194.2, Plaintiffs and Class members are
26 further entitled to recover liquidated damages of wages unlawfully unpaid and interest thereon.

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

71. Plaintiffs and the Class members are entitled to recover the unpaid minimum wages (including double minimum wages) and local wage ordinance wages and liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other members of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the Class members who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Class members. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiffs and other Class members are entitled to seek and recover statutory costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE TO ILLEGAL ROUNDING

(Against All Defendants)

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

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

74. Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours in

1 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
2 the rate of no less than one and one-half times the regular rate of pay for any employee.”

3 75. Labor Code § 1182.12, effective July 1, 2014, states: “Notwithstanding any other
4 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not
5 less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all
6 industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code §
7 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall
8 be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty
9 cents (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who employs
10 26 or more employees, the minimum wage shall be as follows: “From January 1, 2018, to
11 December 31, 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code §
12 1182.12(b)(1)(C), for any employer who employs 26 or more employees, the minimum wage shall
13 be as follows: “From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per
14 hour.” Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or more
15 employees, the minimum wage shall be as follows: “From January 1, 2020, to December 31, 2020,
16 inclusive, - thirteen dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for any
17 employer who employs 26 or more employees, the minimum wage shall be as follows: “From
18 January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally,
19 under to Labor Code § 1182.12(b)(1)(F), for any employer who employs 26 or more employees,
20 the minimum wage shall be as follows: “From January 1, 2022, and until adjusted by subdivision
21 (c) - fifteen dollars (\$15) per hour.”

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

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

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

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

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

- 10 a. Administered a uniform company policy and practice as to the rounding policies
- 11 regarding the members of the Rounding Class; and
- 12 b. Used a timekeeping system that could track the exact amount of time worked; and
- 13 c. Rounded the actual time worked and recorded by the members of the Rounding
- 14 Class, usually down, so that during the course of their employment, the members of
- 15 the Rounding Class were paid far less than they would have been paid had they
- 16 been paid for actual time rather than “rounded” time.

17 81. Because Defendants required the members of the Rounding Class to remain under
18 Defendants’ control without paying therefore, this resulted in the members of the Rounding Class
19 earning less than the legal minimum wage in the State of California.

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

25 83. Further, Defendants’ pattern and practice in uniform administration of corporate
26 policy regarding Defendants’ failure to pay the legal minimum wage to the members of the
27 Rounding Class as described herein is unlawful and entitles them, under Labor Code § 1194(a), to
28 recovery of the unpaid balance of the full amount of the unpaid minimum wages owed, calculated

1 as the difference between the straight time compensation paid and the applicable minimum wage
2 (and/or the full amount of unpaid overtime compensation, which includes any unpaid straight time
3 and unpaid overtime premium for overtime hours worked), including interest thereon.

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

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

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

13 87. Under Labor Code §§ 218.5 and/or 1194, the members of the Rounding Class
14 request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

15 **THIRD CAUSE OF ACTION**

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

17 **(Against All Defendants)**

18 88. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 89. California Labor Code § 1194 provides that "any employee receiving less than the
21 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
22 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
23 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
24 may be maintained directly against the employer in an employee's name without first filing a
25 claim with the Division of Labor Standards and Enforcement.

26 90. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
27 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
28 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular

1 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
2 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
3 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
4 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
5 work in a workweek.

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

12 92. Defendants thus had a consistent policy of not paying Employees wages for all
13 hours worked, including hours at their required regular, overtime, and double-time rates.
14 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
15 and/or modified certain employees' hours, including Plaintiffs', or required Plaintiffs and the
16 Class members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiffs
17 and the Class members all earned and owed straight time and overtime wages and other benefits,
18 in violation of the California Labor Code, the California Code of Regulations and the IWC Wage
19 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
20 have also violated these provisions by requiring Plaintiffs and other similarly situated non-exempt
21 employees to work through meal periods or remain under Defendants' control when they were
22 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
23 respond to demands from customers and managers.

24
25 93. Therefore, Employees were not properly compensated, nor were they paid overtime
26 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
27 Based on information and belief, Defendants did not make available to Employees a reasonable
28 protocol for correcting time records when Employees worked overtime hours or to fix incorrect

1 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
2 Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated
3 Class members to work through meal periods when they were required to be clocked out or to
4 otherwise work off the clock to complete their daily job duties.

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

10 95. Additionally, Labor Code § 558(a) provides "any employer or other person acting
11 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
12 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
13 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
14 pay period for which the employee was underpaid in addition to an amount sufficient to recover
15 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was underpaid in addition to an
17 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
18 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
19 this section are in addition to any other civil or criminal penalty provided by law." Defendants
20 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
21 Wage Orders. Accordingly, Plaintiffs and the Class members seek the remedies set forth in Labor
22 Code § 558.

23 96. Defendants' failure to pay compensation in a timely fashion also constituted a
24 violation of California Labor Code § 204, which requires that all wages shall be paid
25 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
26 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
27 and overtime compensation earned by Employees. Each such failure to make a timely payment of
28 compensation to Employees constitutes a separate violation of California Labor Code § 204.

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

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

FOURTH CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

99. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in full herein.

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

101. Defendants failed to provide Employees with meal periods as required under the Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required to work or to otherwise remain under Defendants' control during meal periods, or Defendants

1 provided them after Employees worked beyond the fifth hour of their shifts or Employees
2 otherwise had them shortened and interrupted by work demands and requirements to perform off
3 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
4 on the occasions when Employees worked more than ten hours in a given shift, they did so
5 without receiving a second uninterrupted thirty-minute meal period as required by law.

6 102. Defendants thus failed to provide Plaintiffs and the Class members with meal
7 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
8 including by not providing them with the opportunity to take meal breaks, by providing them late
9 or for less than thirty minutes, or by requiring them to perform work during breaks.

10 103. Moreover, Defendants failed to compensate Employees for each meal period not
11 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
12 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
13 employee a meal period in accordance with this section, the employer shall pay the employee one
14 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
15 period is not provided. As detailed above, when Defendants paid any meal period premiums, they
16 upon information and belief underpaid them by miscalculating the regular rate of compensation by
17 not including all forms of remuneration in it. Defendants thus failed to compensate the Employees
18 in the Class for each meal period not provided or inadequately provided, as required under Labor
19 Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

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

26 //

27 //

28 //

FIFTH CAUSE OF ACTION
REST BREAK LIABILITY UNDER LABOR CODE § 226.7
(Against All Defendants)

105. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in full herein.

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

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

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

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

110. Defendants failed to authorize and permit Plaintiffs and the Class members to take rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed

1 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
2 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants paid any rest break
3 premiums, they upon information and belief underpaid them by miscalculating the regular rate of
4 compensation by not including all forms of remuneration. Defendants thus failed to compensate
5 the Employees in the Class for each rest period not provided or inadequately provided, as required
6 under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

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

12 **SIXTH CAUSE OF ACTION**
13 **VIOLATION OF LABOR CODE § 226(a)**
14 **(Against All Defendants)**

15 112. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
16 full herein.

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

24 114. Defendants failed to provide Plaintiffs and the similarly situated Employee Class
25 members with accurate itemized wage statements in writing, as required by the Labor Code and
26 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
27 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
28 including for all overtime and double time hours worked and for deficient meal periods and rest

breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

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

116. Plaintiffs and the Class members suffered injury as a result of Defendants' knowing and intentional failure to provide them with the wage and hour statements as required by law and are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide accurate and complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and the Plaintiffs and Class members cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period, (iii) The name and address of the employer and, (iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a

1 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
2 without reference to other documents or information.

3 117. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
4 are required “to pay each employee, on the established payday for the period involved, not less
5 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
6 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
7 or under conditions of labor prohibited by the order is unlawful.” Plaintiffs and the Class members
8 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
9 4(B) and paragraph 20 of the applicable IWC Wage Orders.

10 118. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
11 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
12 Class suffered injuries, including among other things confusion over whether they received all
13 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
14 them to make mathematical computations to analyze whether the wages paid in fact compensated
15 them correctly for all hours worked.

16 119. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
17 IWC Wage Order, Plaintiffs and the Employee Class members are entitled to recover the greater
18 of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
19 and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
20 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
21 an award of costs and reasonable attorneys’ fees.

22 **SEVENTH CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE § 221**
24 **(Against All Defendants)**

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

27 121. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
28 receive from an employee any part of wages theretofore paid by said employer to said employee.”

1 Pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy,
2 an employer must timely pay its employees for all hours worked. Defendants failed to do so.

3 122. Defendants unlawfully received and/or collected wages from the Employees in the
4 Class by requiring off the clock work, by miscalculating overtime, and by not paying one hour of
5 pay at the regular rate of compensation for every meal and rest period violation endured by
6 Plaintiffs and the other Class members, as alleged above. By not compensating Employees for all
7 hours worked and meal and rest period premiums, Defendants unlawfully deducted wages earned
8 in violation of Labor Code § 221.

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

11 **EIGHTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 204**
13 **(Against All Defendants)**

14 124. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 125. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
17 employment are due and payable twice during each calendar month, on days designated in
18 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
19 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
20 during which the labor was performed, and labor performed between the 16th and the last day,
21 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
22 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
23 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
24 calendar days following the close of the payroll period.” As detailed above, Defendants
25 maintained a consistently applied policy and practice of not paying all wages earned between the
26 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
27 between the 16th and the last day of the month between the 1st and 10th day of the following month.
28 Defendants similarly failed to pay all wages earned by not more than seven calendar days

1 following the close of the payroll period.

2 126. All wages due and owing to Plaintiffs and the Class members, including as required
3 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
4 required by Labor Code § 1194 and other sections became due and payable to each employee in
5 each pay period that he or she was not provided with a meal period or rest period or paid straight
6 or overtime wages to which he or she was entitled.

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

16 128. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
17 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
18 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
19 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
20 applicable IWC Wage Orders.

21 **NINTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 203**

23 **(Against All Defendants)**

24 129. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 130. Plaintiffs and numerous Class members are no longer employed by Defendants;
27 they either quit Defendants’ employ or were fired therefrom.
28

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

3 132. The wages withheld from these Employees by Defendants remained due and owing
4 for more than thirty days from the date of separation from employment. Additionally, Defendants
5 failed to pay Plaintiffs their final check at the time of their termination.

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

13 134. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
14 are required "to pay each employee, on the established payday for the period involved, not less
15 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
16 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
17 or under conditions of labor prohibited by the order is unlawful." Plaintiffs and the Class members
18 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
19 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
20 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
21 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer
22 hours than those fixed, or under conditions of labor prohibited by an order of the commission" or
23 if the employer pays "a wage less than the minimum fixed by an order of the commission" or
24 "violates...any provision of this chapter or any order or ruling of the commission."

25 135. Defendants' failure to pay wages, as alleged, entitles Plaintiffs and these former
26 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
27 the IWC Wage Orders as addressed above, including the requirement that an employee's wages
28 shall continue until paid for up to thirty (30) days from the date they were due.

1 **TENTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 136. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
5 full herein.

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

10 138. During the course of Plaintiffs' and Employees' employment, Defendants
11 consistently failed to maintain accurate time and wage records for Plaintiffs and Class Members as
12 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
13 premium pay as discussed above and failing to document and pay for actual hours worked.

14 139. Defendants are also required by the California Labor Code § 1198 and the
15 applicable Wage Order to maintain a tracking system that accurately records the times during
16 which Employees work.

17 140. Defendants have maintained a common unlawful policy and practice of failing to
18 accurately record all hours worked and all meal period start and end times.

19 141. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
20 knew wages to be due but failed to pay them.

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

23 **ELEVENTH CAUSE OF ACTION**

24 **FAILURE TO PRODUCE REQUESTED RECORDS, LABOR CODE §§ 226 and 1198**

25 **(Against All Defendants)**

26 143. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
27 full herein.

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

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

15 146. Plaintiffs sent written requests through their counsel to Defendants for their payroll
16 records, timecards, and personnel records. However, Plaintiffs have not received all of their
17 requested records as of the date of this Complaint.

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

20 148. On information and belief, Defendants' failure to provide Plaintiffs with all of their
21 requested employment records is not an isolated incident, but was instead consistent with
22 Defendants' policy and practice that applied to Plaintiffs and Employees.

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

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

28

TWELFTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802
(Against All Defendants)

151. Plaintiffs reallege and incorporates all preceding paragraphs, as though set forth in full herein.

152. Plaintiffs are informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiffs and the Class members to pay for necessary work related expenses they incurred. These included the cell phone-related expenses Plaintiffs incurred in responding to calls from management on their personal phones and car mileage when Plaintiffs were on-call shifts and had to abruptly return to the workplace. Plaintiffs incurred costs for the purchase and maintenance of required uniforms. Plaintiffs and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

153. 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.

154. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiffs and the Class members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiffs and the Class members with regard to their rights, Plaintiffs and the Class members were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

155. Therefore, Plaintiffs and the Class members are entitled to reimbursement for any and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed by Defendants, as well as accrued interest on those expenses that were not reimbursed

1 from the date Plaintiffs and the Class members incurred those expenses. Further, Plaintiffs and the
2 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

3 **THIRTEENTH CAUSE OF ACTION**

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

5 **(Against All Defendants)**

6 156. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
7 full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
8 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
9 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
10 harmful to Employees and the general public. Plaintiffs seek to enforce important rights affecting
11 the public interest within the meaning of Code of Civil Procedure § 1021.5.

12 157. Plaintiffs are a "person" within the meaning of Business & Professions Code
13 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
14 relief, restitution, and other appropriate equitable relief.

15 158. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
16 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
17 fraudulent in that Defendants' policy and practice failed to provide the required amount of
18 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiffs and
19 Class members for all hours worked, due to systematic business practices as alleged herein that
20 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
21 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
22 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
23 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

24 159. Wage-and-hour laws express fundamental public policies. Paying employees their
25 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
26 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
27 vigorously to enforce minimum labor standards, to ensure that employees are not required or
28 permitted to work under substandard and unlawful conditions, and to protect law-abiding

1 employers and their employees from competitors who lower costs to themselves by failing to
2 comply with minimum labor standards.

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

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

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

15 163. By the conduct alleged herein, Defendants have engaged and continue to engage in
16 a business practice which violates California and federal law, including but not limited to, the
17 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
18 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
19 should issue declaratory and other equitable relief pursuant to California Business & Professions
20 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
21 competition, including restitution of wages wrongfully withheld.

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

24 165. Unless restrained by this Court Defendants will continue to engage in such
25 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
26 should make such orders or judgments, including the appointment of a receiver, as may be
27 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
28 deceptive practice prohibited by the Business & Professions Code, including but not limited to the

1 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
2 have unlawfully failed to pay.

3 **FOURTEENTH CAUSE OF ACTION**
4 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***
5 **(Against All Defendants)**

6 166. Plaintiffs reallege and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 167. Plaintiffs and the Employees in the Class are also aggrieved employees as defined
9 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
10 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
11 period.

12 168. In failing to pay Aggrieved Employees minimum wages and overtime, not
13 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
14 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
15 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
16 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
17 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
18 paragraph 7 of the applicable IWC Wage Orders.

19 169. As such, Employees seek wages and penalties under Labor Code §§ 2698 and
20 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
21 including the penalty provisions, without limitation, based, inter alia, on the following California
22 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
23 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 *et seq.*

24 170. More specifically, after complying with the notice procedures of Labor Code §
25 2699.3, Plaintiffs assert, as a representative action on behalf of the California Attorney General
26 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-
27 addressed underlying claims and seeking penalties as specified by the applicable corresponding
28 provisions, including as follows:

1
2 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all
3 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
4 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
5 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
6 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
7 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
8 to Labor Code § 2699(g)(1);

9 (b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved
10 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
11 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
12 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
13 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
14 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
15 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
16 pursuant to Labor Code § 2699(g)(1);

17 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
18 Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to
19 maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226,
20 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
21 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
22 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
23 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
24 providing inaccurate wage statements and failing to maintain records as required under Labor
25 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
26 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a
27 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
28 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent

1 citation, ...”;

2 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
3 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
4 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available under Labor Code §§ 201, 202,
5 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage
6 Orders, and also for attorneys’ fees and costs under Labor Code § 2699(g)(1);

7 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For
8 Defendants’ unlawful deductions from wages and for Defendants’ failure to reimburse the
9 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
10 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties
11 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and
12 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs
13 pursuant to Labor Code § 2699(g)(1);

14 (f) All Alleged Violations of the IWC Wage Orders and Other Labor Code
15 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
16 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
17 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
18 paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to
19 Labor Code § 2699(g)(1).

20 171. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
21 seeks the penalties and remedies set forth in Labor Code § 558, which states:

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

(b) If upon inspection or investigation the Labor Commissioner determines that a
person had paid or caused to be paid a wage for overtime work in violation of any provision of this
chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or

1 criminal penalty provided by law.

2 172. Plaintiffs have exhausted their administrative remedies by submitting a certified
3 letter to the LWDA and Defendants on March 14, 2024 (LWDA-CM-1016680-24) addressing in
4 detail the specific provisions of the Labor Code Defendants have violated and addressing the facts
5 and legal theories to support the alleged violations and requested penalties. The LWDA has not
6 provided notice of its intent to investigate the alleged violations within 65 calendar days of the
7 postmark date of the letter, and Plaintiffs add this claim seeking penalties under the PAGA for the
8 violations addressed herein and in the PAGA Notice letter and the original Complaint.

9 **RELIEF REQUESTED**

10 WHEREFORE, Plaintiffs pray for the following relief:

- 11 1. For an order certifying this action as a class action;
- 12 2. For compensatory damages in the amount of the unpaid minimum wages for work
13 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
14 the filing of this action, as may be proven;
- 15 3. For liquidated damages in the amount equal to the unpaid minimum wage and
16 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 17 4. For compensatory damages in the amount of all unpaid wages, including overtime
18 and double-time pay, as may be proven;
- 19 5. For compensatory damages in the amount of the hourly wage made by Employees
20 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
21 years prior to the filing of this action, as may be proven;
- 22 6. For compensatory damages in the amount of the hourly wage made by Employees
23 for each day requisite rest breaks were not provided or were deficiently provided and no premium
24 pay was paid therefor from at least four years prior to the filing of this action, as may be proven;
- 25 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 26 8. For restitution and/or damages and penalties for Defendants' failure to pay all
27 wages due twice monthly under Labor Code § 204, as may be proven;
- 28 9. For restitution and/or damages for all amounts unlawfully withheld from the wages

1 for all class members in violation of Labor Code § 221, as may be proven;

2 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
3 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

4 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

5 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

6 13. For restitution for unfair competition pursuant to Business & Professions Code
7 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

8 14. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

9 15. For penalties under Labor Code § 558, as may be proven;

10 16. For an order enjoining Defendants and their agents, servants, and employees, and
11 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
12 duties adumbrated in this Complaint;

13 17. For other wages and penalties under the Labor Code as may be proven;

14 18. For all general, special, and incidental damages as may be proven;

15 19. For an award of pre-judgment and post-judgment interest;

16 20. For an award providing for the payment of the costs of this suit;

17 21. For an award of attorneys' fees; and

18 22. For such other and further relief as this Court may deem proper and just.

19
20 DATED: June 20, 2025

D.LAW, INC.

21 By: 
22

23 Emil Davtyan
24 David Yeremian
25 Roman Shkodnik
26 Jean Hopkins Power
27 Attorneys for Plaintiffs Carol Arch
28 and the putative class

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

DATED: June 20, 2025

D.LAW, INC.

By:



Emil Davtyan
David Yeremian
Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiffs Carol Arch
and the putative class

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Summer Young Agriesti
syoung@yatlaw.com
Ana Thomas
athomas@yatlaw.com
Angelica Sanchez
asanchez@yatlaw.com
Michelle Perciavalle
mperciavalle@yatlaw.com
YOUNG-AGRIESTI & THOMAS, LLP
7755 Center Avenue, Suite 1100
Huntington Beach, California 92647

[X] (ONLY BY ELECTRONIC SERVICE) I caused the document(s) described herein to be served on the person(s) noted above by electronic mail to their E-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. [Pursuant to Civil Code Procedure 1010.6]

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 20, 2025, at Glendale, California.

Briana Choi