

March 14, 2024

VIA ON-LINE SUBMISSION ONLY TO:

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Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to National Home Health Services, Inc.)

Sanford H. Margolin
Agent for Service of Process for National Home Health Services, Inc.
1970 Broadway, Suite 1100
Oakland, CA 94612
Certified Mail Tracking Number: 9414 8112 0620 4329 6279 00

National Home Health Services, Inc.
2880 Zanker Road, Suite 106
San Jose, CA 95134
Certified Mail Tracking Number: 9414 8112 0620 4329 6263 92

National Home Health Services, Inc.
P.O. Box 640160
San Jose, CA 95164
Certified Mail Tracking Number: 9414 8112 0620 4329 6213 28

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Channa Alcala v. National Home Health Services, Inc., et al.***

Gentlepersons:

This office represents Plaintiff Channa Alcala (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Unless specified below, Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated, Aggrieved Employees, and the State of California, against Defendants, NATIONAL HOME HEALTH SERVICES, INC., and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).



Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff's Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in Santa Clara County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees"). However, with regard to the allegations under Labor Code § 226(a) only, Plaintiff expands the scope and definition of the Aggrieved Employees to all employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

Aggrieved Employees were either not paid by Defendants for all hours worked or otherwise were not paid at the appropriate minimum, regular and overtime rates based on the number of assignments and the type of assignments Aggrieved Employees completed under a piece rate calculation. Plaintiff was paid by piece-rate while she was employed as an employee for Defendants by the number of patients visited, or by some hybrid calculation combining visits with an hourly rate, without regard to the real-time hours worked by Plaintiff and Aggrieved Employees in performing tasks required of them by Defendants. Aggrieved Employees experienced waiting time, between pieces and within the course and scope of their duties under Defendants' employ, and other nonproductive time such as rest periods for which they were never paid wages. Additionally, Aggrieved Employees were required to perform work related activities during unpaid meal periods. Moreover, Aggrieved Employees were required to perform work-related tasks, after their scheduled shifts, including dropping off samples to labs and completing necessary reports. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

Defendants also had a common policy and practice of failing to pay Aggrieved Employees proper overtime. As discussed above, Aggrieved Employees were required to work hours without pay, in the form of waiting time between piece work and unpaid rest periods, for which they were never paid wages. This uncompensated time caused Aggrieved Employees to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Aggrieved



Employees to minimum and overtime wages, which they were systemically denied.

In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, these supplemental earnings were not accounted for when determining Aggrieved Employees' regular rates of pay, and respective and proper overtime, premium, and sick rates of pay. Defendants also failed to pay Aggrieved Employees "premium pay" wages, i.e. one hour of wages at each Class Member's effective hourly rate of pay, for each meal period and/or rest break that Defendants failed to provide or deficiently provided. As a result, Aggrieved Employees were not fully compensated for all hours worked.

Defendants also had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take lawful meal periods in compliance with California Law. Specifically, Aggrieved Employees were denied the opportunity to take timely meal periods altogether, and/or prior to the completion of their fifth hour of work. Aggrieved Employees were also not paid regular wages and overtime for the time they were required to comply with other requirements imposed upon them, which they had to complete while working through their meal and rest breaks and without compensation.

Also, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, and taken well after their fifth consecutive hour of work, all in violation of Labor Code and applicable Wage Orders. Similarly, Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also had a common policy and practice of failing to provide Aggrieved Employees with proper paid rest-breaks of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof. Just as in their meal periods, Defendants required Aggrieved Employees to work through their rest breaks, to which they were entitled. Additionally, as Aggrieved Employees were paid on a piece rate basis Defendants failed to separately compensate Aggrieved Employees for rest breaks which were systemically denied.

Furthermore, Defendants failed to pay Aggrieved Employees premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.

Defendants also had a common policy and practice of systemically failing to pay Aggrieved Employees the requisite and accrued vacation time pay in accordance with California law. Specifically, Aggrieved Employees accrued vested vacation time and/or paid time off. However, Defendants failed to pay all accrued vacation time and/or paid time off owed to Aggrieved Employees upon their separation from employment.

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendants' employ. Specifically, Defendants required Aggrieved Employees to their personal mobile phone devices for work-related activities, such as requiring Plaintiff and Class members to use their personal mobile phone devices to make work related calls, log hours, and use GPS for navigational purposes. Plaintiff also had to work from home after making patient visits and was not reimbursed for any of the operating costs from working from home, such as internet



and utilities. Plaintiff also had to use her personal computer when she worked from home.

Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a).

Finally, Defendants have had a consistent policy of failing to pay all wages due and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the Class Action Complaint, the Aggrieved Employees complain of the following violations committed by Defendants:¹

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

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

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¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.



As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

As discussed above, Aggrieved Employees were paid on a piece-rate basis. Specifically, Aggrieved Employees experienced waiting time, between pieces and within the course and scope of their duties under Defendants' employ, and rest periods they took, for which they were never paid wages. Additionally, Aggrieved Employees were required to perform work related activities during unpaid meal periods. Moreover, Aggrieved Employees were required to perform work-related tasks, after their scheduled shifts, including dropping off samples to labs and completing necessary reports. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid. 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 Aggrieved Employees.

Defendants also failed to pay Aggrieved Employees overtime wages at the proper and applicable regular rates of pay. Specifically, Aggrieved Employees earned nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, these supplemental earnings were not accounted for when determining Aggrieved Employees' regular rates of pay, and respective and proper overtime, premium, and sick rates of pay. Defendants also failed to pay Aggrieved Employees "premium pay" wages, i.e. one hour of wages at each Class Member's effective hourly rate of pay, for each meal period and/or rest break that Defendants failed to provide or deficiently provided. As a result, Aggrieved Employees were not fully compensated for all hours worked.

Defendants have the ability to pay minimum and overtime 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 Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), 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). The other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against



Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees 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 Aggrieved Employees. 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, other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. As discussed above, Aggrieved Employees were required to work hours without pay, in the form of waiting time between piece work and rest periods they took for which they were never paid wages. Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of eight (8) hours a day. Moreover, the uncompensated time, discussed above caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

Defendants also failed to Aggrieved Employees overtime wages at the proper and applicable regular rates of pay. Specifically, Aggrieved Employees were paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, these supplemental earnings were not accounted for when determining Aggrieved Employees' regular rates of pay, and respective and proper overtime rates of pay.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off-the-clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off-the-clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.



When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week. Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Aggrieved Employee's detriment. Defendants have also violated these provisions by requiring other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off-the-clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 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, 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 and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take lawful meal periods in compliance with California Law. Specifically, Aggrieved Employees were denied the opportunity to take timely meal periods altogether, and/or prior to the completion of their fifth hour of work. Aggrieved Employees were also not paid regular wages and overtime for the time they were required to comply with other requirements imposed upon them, which they had to complete while working through their meal and rest breaks and without compensation.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy and practice of not scheduling each meal period as part of each work shift; and (2) Defendants' policy and practice of requiring putative Aggrieved Employees to continue working through their meal and rest periods due to the excessive workload.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants,



and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Aggrieved Employees were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; and (2) policy and practice of requiring Aggrieved Employees to work through their rest breaks. Additionally, as Aggrieved Employees were paid on a piece rate basis Defendants failed to separately compensate Aggrieved Employees for rest breaks which were systemically denied. Thus, Aggrieved Employees were consistently denied of their rest breaks.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Vacation Wages

Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served. However, Defendants' implemented a common policy and practice of failing to pay Aggrieved Employees for all accrued vacation wages upon separation of employment, in violation of Labor Code 227.3. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code § 227.3 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 246, 2926, 2927, and 2699.5, seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 246, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants required Aggrieved Employees to their personal mobile phone devices for work-related activities, such as requiring Plaintiff and Class members to use their personal mobile phone devices to make work related calls, log hours, and use GPS for navigational purposes. Plaintiff also had to work from home after making patient visits and was not reimbursed for any of the operating costs from working from home, such as internet and utilities. Plaintiff also had to use her personal computer when she worked from home. Aggrieved Employees were not reimbursed for this necessary work-related expense in violation of Labor Code § 2802.

Defendants systematically and uniformly failed to reimburse this lawful and necessary work related expense or loss 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. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized wage statements in writing including, among other things, "(2) total hours worked by the employee (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis . . . (6) the inclusive dates of the period for which the employee is paid... (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 and." These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved



Employees failed to include the requisite information enumerated under Subsections 2, 3, 6, and 9 above. In addition, the wage statements were defective to the extent they did not reflect the nonproductive time worked by Aggrieved Employees and their rate of pay for such time.

Additionally, for the purposes of Subsection (a)(9), Plaintiff seeks to expand the scope of the Aggrieved Employees she seeks to represent to extend to all individuals employed by Defendants during the applicable period. The wage statements issued to Aggrieved Employees failed to state all applicable hourly rates for which Aggrieved Employees were paid as required by Labor Code § 226(a)(9).

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not accurately recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records accurately showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide the Aggrieved Employees with accurate, itemized wage statements and



failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: For failure to provide the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked, failure to pay overtime premium wages for overtime hours worked, and failure to pay proper sick pay under Labor Code §§ 204, 223, 246,



510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 246, 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

(d) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

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

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor



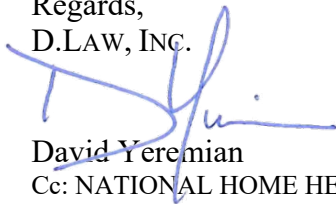
Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW, INC.



David Yerman

Cc: NATIONAL HOME HEALTH SERVICES, INC., by Certified Mail

D.LAW, INC.

Emil Davtyan (SBN 299363)

emil@d.law

David Yeremian (SBN 226337)

d.yeremian@d.law

David Keledjian (SBN 309135)

d.keledjian@d.law

Hrag A. Alexanian (SBN 333430)

h.alexanian@d.law

880 E. Broadway

Glendale, CA 91205

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff CHANNA ALCALA,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

CHANNA ALCALA, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

NATIONAL HOME HEALTH SERVICES,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages Under Labor Code § 227.3;
6. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802;
7. Failure to Provide Accurate Wage Statements Under Labor Code § 226(a);
8. Failure to Timely Pay All Final Wages Under Labor Code § 203; and
9. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff CHANNA ALCALA, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of Defendants,
3 and each of them, as follows:

4 INTRODUCTION

5 1. The Employees who comprise the Class, including Plaintiff, are nonexempt
6 employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who
7 work in nonexempt positions at the direction of Defendants in the State of California. Plaintiff and
8 the Class members were either not paid by Defendants for all hours worked or were not paid at the
9 appropriate minimum, regular and overtime rates. Plaintiff contends that Defendants, failed to pay
10 Plaintiff and the Class members all wages due and owing, including for nonproductive time, failed
11 to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of
12 various provisions of the California Labor Code and applicable Wage Orders where applicable.

13 2. Plaintiff brings this action on behalf of herself and all current and former nonexempt
14 Employees within the State of California who, at any time four (4) years prior to the filing of this
15 lawsuit, are or were employed by Defendants NATIONAL HOME HEALTH SERVICES, INC. and
16 DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff
17 alleges that Defendants, and each of them, violated various provisions of the California Labor Code,
18 relevant orders of the Industrial Welfare Commission (IWC) and California Business & Professions
19 Code, and seeks redress therefore.

20 3. Plaintiff is a resident of California and during the time period relevant to this
21 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
22 California at Defendants’ facilities and offices in San Jacinto, California. Plaintiff and the other
23 Class members worked for Defendants in Riverside County, and in other nonexempt positions,
24 throughout California and, and consistently worked at Defendants’ behest without being paid all
25 wages due. More specifically, Plaintiff and the other similarly situated Class members were
26 employed by Defendants and worked at Defendants’ offices and other facilities where the conduct
27 giving rise to the allegations in this Class Action Complaint occurred. Upon information and belief,
28 Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was

1 subjected to the same policies and practices, and (3) endured similar violations at the hands of
2 Defendants as the other Employee Class members who served in similar and related positions.

3 4. Defendants had a policy or practice of paying Employees on a piece rate basis, where
4 Defendants would assign a given number of hours to each piece of work completed by Employees,
5 and Employees hours would be calculated accordingly. In actuality, Employees were required to
6 work more hours on a given piece than assigned by Defendants, thus resulting in the improper
7 calculation and underpayment of wages and overtime to Employees as well as a failure to pay
8 Employees for all nonproductive time and Defendant provided them with inaccurate wage
9 statements that prevented Plaintiff and the Class from learning of these unlawful pay practices.
10 Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as
11 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal
12 and rest periods as required by the Labor Code.

13 THE PARTIES

14 A. THE PLAINTIFF

15 5. Plaintiff CHANNA ALCALA has resided in California and during the time period
16 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
17 the State of California.

18 B. THE DEFENDANTS

19 6. Defendant NATIONAL HOME HEALTH SERVICES, INC. is a California
20 Corporation, with its principle executive offices in San Jose, California and has been listed as the
21 employer on the wage statements issued to Plaintiff during the relevant time period. NATIONAL
22 HOME HEALTH SERVICES, INC. lists a San Jose, California address with the California
23 Secretary of State, and upon information and belief, employs Plaintiff and the Class members in
24 Santa Clara County and throughout California, and conducts business throughout California.

25 7. The true names and capacities, whether individual, corporate, associate, or whatever
26 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
27 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil
28 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated

1 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner
2 for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
3 reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when
4 their identities become known.

5 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
6 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
7 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
8 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
9 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
10 control over the wages, hours or working conditions of Employees, or suffered or permitted
11 Employees to work, or engaged, thereby creating a common law employment relationship, with
12 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

13 **JURISDICTION AND VENUE**

14 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
16 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
17 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
18 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
19 liabilities giving rise to this lawsuit occurred at least in part in Santa Clara County and Defendants
20 maintain and operate company offices and facilities in Santa Clara County, and employ Plaintiff and
21 other Class members in Santa Clara County and throughout California.

22 **FACTUAL BACKGROUND**

23 10. The Employees who comprise the Class, including Plaintiff, are nonexempt
24 employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who
25 work in nonexempt positions at the direction of Defendants in the State of California. Plaintiff and
26 the Class Members were either not paid by Defendants for all hours worked or otherwise were not
27 paid at the appropriate minimum, regular and overtime rates based on the number of assignments
28 and the type of assignments Plaintiff and the Class Members completed under a piece rate

1 calculation. Plaintiff was paid by piece-rate while she was employed as an employee for Defendants
2 by the number of patients visited, or by some hybrid calculation combining visits with an hourly
3 rate, without regard to the real-time hours worked by Plaintiff and the Employees in performing
4 tasks required of them by Defendants. Moreover, Plaintiff and Employees experienced waiting
5 time, between pieces and within the course and scope of their duties under Defendants' employ, and
6 other nonproductive time such as rest periods for which they were never paid wages. Additionally,
7 Employees were required to perform work related activities during unpaid meal periods. Moreover,
8 Employees were required to perform work-related tasks, after their scheduled shifts, including
9 dropping off samples to labs and completing necessary reports. The forgoing and uncompensated
10 working time was under the direction and control of Defendants, for which no wages were paid.

11 11. Plaintiff contends that Defendants, failed, to pay Plaintiff and the Class members all
12 wages due and owing, including for nonproductive time, failed to provide meal and rest breaks, and
13 failed to furnish accurate wage statements, all in violation of various provisions of the California
14 Labor Code and applicable Wage Orders where applicable.

15 12. Moreover, Defendants paid Plaintiff and Employees nondiscretionary commissions,
16 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
17 failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay,
18 and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
19 calculating the overtime wage rate. Therefore, during times when Plaintiff and Employees worked
20 overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary
21 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

22 13. During the course of Plaintiff and the Class members' employment with
23 Defendants, they were not paid all wages they were owed, including for all work performed and
24 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
25 labor budgets low. Defendants had a policy or practice of paying Employees on a piece rate basis,
26 where Defendants would assign a given number of hours to each piece of work completed by
27 Employees, and Employees hours would be calculated accordingly. In actuality, Employees were
28 required to work more hours on a given piece than assigned by Defendants, thus resulting in the

1 improper calculation and underpayment of wages and overtime to Employees.

2 14. As a matter of uniform Company policy, Plaintiff and the Class members were
3 required to work during their meal and rest breaks which were not compensated by Defendants in
4 violation of the California Labor Code. Plaintiff and the Class members were also not paid regular
5 wages and overtime for the time they were required to comply with other requirements imposed
6 upon them, which they had to complete while working through their meal and rest breaks and
7 without compensation. As a result, Plaintiff and the Class members worked shifts over eight (8),
8 ten (10), and twelve (12) hours in a day and/or over forty (40) hours in a work week, but they were
9 not paid at the appropriate overtime rate for all such hours, including by being required to perform
10 work duties and tasks without pay due to Defendants' policy or practice of paying Employees on a
11 piece rate basis. As a result, Plaintiff and the Class members worked substantial overtime hours
12 during their employment with Defendants for which they were not compensated, in violation of the
13 California Labor Code.

14 15. As a result of the above described failure to calculate and pay wages at the correct
15 rates, the daily work demands and pressures to work through breaks, and the other wage violations
16 they endured at Defendants' hands, Plaintiff and the Class members were not properly paid for all
17 wages earned and for all wages owed to them by Defendants, including when working more than
18 eight (8), ten (10), and twelve (12) hours in any given day and/or more than forty (40) hours in any
19 given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Class members
20 incurred overtime hours worked for which they were not adequately and completely compensated.
21 To the extent applicable, Defendants also failed to pay Plaintiff and the Class members at an
22 overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive work
23 day in a week and overtime payments at the rate of two times the regular rate for hours worked over
24 eight (8) on the seventh consecutive work day, as required under the Labor Code and applicable
25 IWC Wage Orders.

26 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
27 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
28 hours worked, and failing to pay minimum wage for all time worked as required by California Law.

1 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
2 continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees
3 overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours
4 a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve
5 (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage
6 Orders.

7 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
8 continuing to the present, Defendants have regularly required Employees to work shifts in excess of
9 five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30)
10 minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of
11 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
12 wages at each Employee’s effective hourly rate of pay, for each meal period that Defendants failed
13 to provide or deficiently provided.

14 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
16 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant
17 pay Employees premium pay for each day on which requisite rest breaks were not provided or were
18 deficiently provided. Additionally, as Employees were paid on a piece rate basis. Defendants failed
19 to separately compensate Employees for rest breaks which were systemically denied.

20 20. Defendants also had a common policy and practice of systemically failing to pay
21 Plaintiff and Class members the requisite and accrued vacation time pay in accordance with
22 California law. Specifically, Plaintiff and Class members accrued vested vacation time and/or paid
23 time off. However, Defendants failed to pay all accrued vacation time and/or paid time off owed to
24 Plaintiff and Class members upon their separation from employment.

25 21. Additionally, Defendants regularly required Plaintiff and the Class members to incur
26 necessary business expenses in the course of performing their required job duties without
27 reimbursement. For example, Defendants required Plaintiff and the Class members to use their
28 personal mobile phone devices for work-related activities, such as requiring Plaintiff and Class

members to use their personal mobile phone devices to make work related calls, log hours, and use GPS for navigational purposes. Plaintiff also had to work from home after making patient visits and was not reimbursed for any of the operating costs from working from home, such as internet and utilities. Plaintiff also had to use her personal computer when she worked from home. Upon information and belief, Class members were subject to the same requirements. However, Plaintiff and Class members were not fully reimbursed for these necessary expenses as required under Labor Code § 2802.

22. Additionally, from at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

24. Additionally, from at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 226, 226.2, 226.7, 227.3, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1194.2, 1199 and 2802.

26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

27. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all nonexempt individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, within the State of California.

28. Further, Plaintiff seeks to represent the following Subclasses composed of and 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. 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.

c. Subclass 3. 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.

d. Subclass 4. 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.

e. Subclass 5. Vacation Wages Subclass. All Class members who earned vacation time and/or paid time off without receiving compensation for all vested paid vacation.

f. Subclass 6. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

g. Subclass 7. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

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

i. Subclass 10. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

29. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify

1 the class description with greater particularity or further division into subclasses or limitation to
2 particular issues.

3 30. This action has been brought and may properly be maintained as a class action under
4 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
5 interest in litigation and proposed class is easily ascertainable.

6 **A. Numerosity**

7 31. The potential members of the class as defined are so numerous that joinder of all the
8 member of the class is impracticable. While the precise number of class member has not been
9 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
10 time period relevant to this lawsuit, employed more than 100 individuals were employed by
11 Defendant's within the State of California.

12 32. Accounting for employee turnover during the relevant time period increases this
13 number substantially. Plaintiff alleges that Defendants' employment records will provide
14 information as to the number and location of all class members.

15 **B. Commonality**

16 33. There are questions of law and fact common to the class that predominate over any
17 questions affecting only individual class members. These common questions of law and fact include:

- 18 a. Whether Defendants failed to pay Employees minimum wages for all hours worked,
19 including for non-productive time;
- 20 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 21 c. Whether Defendants failed to pay Employees overtime as required under Labor Code
22 § 510;
- 23 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
24 Wage Orders, by failing to provide Employees with requisite meal periods or
25 premium pay in lieu thereof;
- 26 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
27 Orders, by failing to provide Employees with requisite rest breaks or premium pay
28 in lieu thereof;

- 1 f. Whether Defendants failed to pay Employees vacation wages as required under
2 Labor Code § 227.3;
- 3 g. Whether Defendants failed to reimburse Employees for necessary business expenses;
- 4 h. Whether Defendants violated Labor Code § 226(a);
- 5 i. Whether Defendants failed to keep accurate time and wage records;
- 6 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
7 wages and compensation due and owing at the time of termination of employment;
- 8 k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and,
- 9 l. Whether Employees are entitled to equitable relief pursuant to Business and
10 Professions Code § 17200 *et seq.*

11 **C. Typicality**

12 34. The claims of the named plaintiff are typical of those of the other Employees.
13 Employees all sustained injuries and damages arising out of and caused by Defendant's common
14 course of conducts in violation of statutes, as well as regulations that have the force and effect of
15 law, as alleged herein.

16 **D. Adequacy of Representation**

17 35. Plaintiff will fairly and adequately represent and protect the interest of Employees.
18 Counsel who represents Employees are experienced and competent in litigating employment class
19 actions.

20 **E. Superiority of Class Action**

21 36. A class action is superior to other available means for the fair and efficient
22 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
23 questions of law and fact common to all Employees predominate over any questions affecting only
24 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
25 Defendants' illegal policies or practices of failing to compensate Employees properly.

26 37. Class action treatment will allow those persons similarly situated to litigate their
27 claims in the manner that is most efficient and economical for the parties and the judicial system.
28 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

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

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

39. Defendants failed to pay Employees minimum wages for all hours worked. Employees were paid on a piece rate basis, where Defendants would assign a given number of hours to each piece, and Employees hours would be calculated accordingly. In actuality, Employees would be required to work more hours on a given piece than assigned by Defendants, thus resulting in the improper calculation and underpayment of wages and overtime to Employees. Furthermore, Defendants consistently required Employees to work non-productive hours, or “waiting time,” without compensation in violation of California State law. Employees experienced waiting time during the work day which was uncompensated. Additionally, Employees were required to perform work related activities during unpaid meal periods. Moreover, Employees were required to perform work-related tasks, after their scheduled shifts, including dropping off samples to labs and completing necessary reports. The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

40. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

41. The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore entitled to double the minimum wage during the relevant period.

42. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to California Labor Code § 1194(a) which states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to

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

3 43. 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.

5 44. California Labor Code § 1194.2 also provides for the following remedies:

6 In any action under Section 1194 . . . to recover wages because of
7 the payment of a wage less than the minimum wages fixed by an
8 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
9 unpaid and interest thereon.

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

13 46. Wherefore, Employees are entitled to recover the unpaid minimum wages (including
14 double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully
15 unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor
16 Code § 1194(a).

17 **SECOND CAUSE OF ACTION**

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

19 **(Against All Defendants)**

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

22 48. By their conduct, as set forth herein, Defendants violated California Labor Code §
23 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
24 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
25 workday and/or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
26 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
27 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
28 (8) hours on any seventh day of work in a workweek.

1 49. Defendants had a consistent policy of not paying Employees wages for all hours
2 worked. As discussed above, Defendants policy of miscalculating the hours worked by Employees
3 resulted the unlawful understating of Employees wages, as discussed above. Based on information
4 and belief, Defendants did not make available to Employees a reasonable protocol for correcting
5 time records when Employees worked overtime hours.

6 50. Furthermore, on information and belief, Defendants did not pay Plaintiff and
7 Employees the correct overtime rate for the recorded overtime hours that they generated. In
8 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
9 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
10 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
11 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
12 rate of pay for purposes of calculating the overtime wage rate.

13 51. Therefore, during times when Plaintiff and Employees worked overtime and
14 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
15 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

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

22 53. Employees have been damaged by these violations of California Labor Code §§ 204
23 and 510 (and the relevant orders of the Industrial Welfare Commission).

24 54. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
25 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
26 full amount of all their unpaid wages and overtime compensation, with interest, plus their
27 reasonable attorneys' fees and costs.

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1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 56. Employees regularly worked shifts greater than five (5) hours and greater than ten
7 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more
8 than five (5) hours without providing him or her with a meal period of not less than thirty (30)
9 minutes or for a shift of more than ten (10) hours without providing him or her with a second meal
10 period of not less than thirty (30) minutes.

11 57. Defendants failed to provide Employees with meal periods as required under the
12 Labor Code. Employees were consistently required to work through their meal periods which they
13 were consistently denied. Employees were also required to take meal periods after working well
14 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
15 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
16 period as required by law.

17 58. Moreover, Defendants failed to compensate Employees for each meal period not
18 provided or inadequately provided, as required under Labor Code § 226.7.

19 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
20 amount equal to one (1) hour of wages at their effective regular rates of pay for each meal period
21 not provided or deficiently provided, a sum to be proven at trial.

22 **FOURTH CAUSE OF ACTION**

23 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

24 **(Against All Defendants)**

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

27 61. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
28 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of

1 not less than ten (10) minutes for each consecutive four (4) hour shift.

2 62. Defendants failed to provide Employees with timely rest breaks of not less than ten
3 (10) minutes for each consecutive four (4) hour shift.

4 63. Moreover, Defendants did not compensate Employees with an additional hour of pay
5 at each Employee's effective hourly rate for each day that Defendants failed to provide them with
6 adequate rest breaks, as required under Labor Code § 226.7. Additionally, as Employees were paid
7 on a piece rate basis Defendants failed to separately compensate Employees for rest breaks, which
8 were systemically denied.

9 64. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
10 amount equal to one (1) hour of wages at their effective regular rates of pay for each day worked
11 without the required rest breaks, a sum to be proven at trial.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO PAY VACATION WAGES UNDER LABOR CODE § 227.3**

14 **(Against All Defendants)**

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

17 66. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
18 employment policy provides for paid vacation and an employee is terminated without having taken
19 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
20 accordance with said contract of employment or policy respecting eligibility or time served.

21 67. However, Defendants implemented a common policy and practice of failing to pay
22 Plaintiff and Employees for all accrued vacation wages upon separation of employment, in violation
23 of Labor Code 227.

24 68. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to
25 Labor Code § 227.3.

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

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

70. Plaintiff is informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Class members to pay for necessary work related expenses they incurred. For example, Defendants required Plaintiff and the Class members to their personal mobile phone devices for work-related activities, such as requiring Plaintiff and Class members to use their personal mobile phone devices to make work related calls, log hours, and use GPS for navigational purposes. Plaintiff also had to work from home after making patient visits and was not reimbursed for any of the operating costs from working from home, such as internet and utilities. Plaintiff also had to use her personal computer when she worked from home. Upon information and belief, Class members were subject to the same requirements. Plaintiff and the Class members must be fully reimbursed for necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

71. 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.

72. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiff and the Class members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard to their rights, Plaintiff 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.

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

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE STATEMENTS UNDER LABOR CODE § 226(a)**

9 **(Against All Defendants)**

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

12 75. California Labor Code § 226(a) requires an employer to furnish each of his or her
13 employees with an accurate, itemized statement in writing showing the total hours worked, the
14 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
15 rate basis, and the corresponding number of hours worked at each hourly rate; these statements must
16 be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the
17 employee's wages; or, if wages are paid by cash or personal check, these statements may be given
18 to the employee separately from the payment of wages; in either case the employer must give the
19 employee these statements twice a month or each time wages are paid.

20 76. Defendants failed to provide Employees with accurate itemized wage statements in
21 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
22 Defendants failed to include the total hours worked by the Employees, the number of piece-rate
23 units earned and any applicable piece rate Employees were paid, the inclusive dates of the period
24 for which the employee is paid, all applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate by the employee. The wage statements
26 provided to Employees were confusing and required Employees to engage in discovery and refer to
27 outside sources to verify whether their pay was correct and potentially resulting in a miscalculation
28 by the Employees. Additionally, Defendants failed in their affirmative obligation to keep accurate

1 records of the correct overtime wages based on proper regular rate calculations that included
2 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total
3 amount of compensation of their Employees. Moreover, the wage statements given to Employees
4 by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
5 periods and rest breaks, and automatically deducted wages for alleged meal periods, all of which
6 Defendants knew or reasonably should have known were owed to Employees, as alleged
7 hereinabove.

8 77. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
9 Employees suffered injuries, including among other things confusion over whether they received all
10 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
11 them to make mathematical computations to analyze whether the wages paid in fact compensated
12 them correctly for all hours worked.

13 78. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the
14 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
15 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding
16 an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs
17 and reasonable attorneys' fees.

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO TIMELY PAY ALL FINAL WAGES UNDER LABOR CODE § 203**

20 **(Against All Defendants)**

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

23 80. Numerous Employees are no longer employed by Defendants; they either quit
24 Defendants' employ or were fired therefrom.

25 81. Defendants failed to pay these Employees all wages due and certain at the time of
26 termination or within seventy-two (72) hours of resignation.

27 82. The wages withheld from these Employees by Defendants remained due and owing
28 for more than thirty (30) days from the date of separation of employment.

83. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

NINTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

(Against All Defendants)

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

84. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

86. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair business practices.

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

88. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific

1 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
2 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
3 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
4 guaranteed to all employees under the law.

5 89. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
6 violation of the Business & Professions Code § 17200 *et seq.*

7 90. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
8 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
9 care should have known that their conduct was unlawful; therefore their conduct violates the
10 Business & Professions Code § 17200 *et seq.*

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

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

20 **RELIEF REQUESTED**

21 WHEREFORE, Plaintiff prays for the following relief:

- 22 1. For an order certifying this action as a class action;
- 23 2. For compensatory damages in the amount of the unpaid minimum wages for work
24 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
25 the filing of this action, as may be proven;
- 26 3. For liquidated damages in the amount equal to the unpaid minimum wage and
27 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 28 4. For compensatory damages in the amount of the hourly wage made by Employees

1 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
2 years prior to the filing of this action, as may be proven;

3 5. For compensatory damages in the amount of the hourly wage made by Employees
4 for each day requisite rest breaks were not provided or were deficiently provided where no
5 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
6 be proven;

7 6. For penalties pursuant to Labor Code § 227.3, as may be proven;

8 7. For damages and restitution for failure to reimburse all reasonable and necessary
9 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

10 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

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

13 10. For restitution for unfair competition pursuant to Business & Professions Code
14 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

15 11. For compensatory damages in the amount of all previously unreimbursed business
16 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
17 from four (4) years prior to the original filing of this action, as may be proven;

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

21 13. For all general, special, and incidental damages as may be proven;

22 14. For an award of pre-judgment and post-judgment interest;

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- 15. For an award providing for the payment of the costs of this suit;
- 16. For an award of attorneys' fees; and
- 17. For such other and further relief as this Court may deem proper and just.

DATED: March 14, 2024

D.LAW, INC.

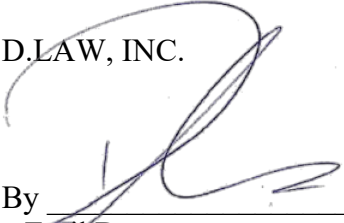
By _____
Emil Davtyan
David Yeremian
David Keledjian
Hrag A. Alexanian
Attorneys for Plaintiff CHANNA ALCALA
and the putative class

DEMAND FOR JURY TRIAL

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

DATED: March 14, 2024

D.LAW, INC.

By 

Emil Davtyan

David Yeremian

David Keledjian

Hrag A. Alexanian

Attorneys for Plaintiff CHANNA ALCALA
and the putative class