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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

AMY LEE THISSELL, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

TENET HEALTHCARE CORPORATION, a
Nevada corporation; TENET PRACTICE
RESOURCES LLC, a business organization
of form unknown; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2024-01383912-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:

Hon. Lon F. Hurwitz

Dept.: CX103

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime under Labor Code § 510;
3. Failure to Pay Vacation Wages Under Labor Code §227.3;
4. Meal Period Liability, Labor Code § 226.7;
5. Rest-Break Liability, Labor Code § 226.7;
6. Violation of Labor Code § 226(a);
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5;
12. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
13. Violation of Business & Professions Code § 17200 *et seq.*; and
14. Penalties under PAGA Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint Filed: March 6, 2024

Trial Date: None Set

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

5 **INTRODUCTION**

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

14 2. Plaintiff worked as a medical assistant and medical scribe at one of Defendants’
15 facilities and locations in Yorba Linda, California. She and the other Class members were
16 employed by Defendants as non-exempt, hourly employees at Defendants’ locations and facilities
17 in California, including in positions related to providing healthcare and related services to
18 Defendants’ customers. Plaintiff worked at Defendants’ behest without being paid all wages due
19 and without being provided all required breaks. More specifically, Plaintiff and the other similarly
20 situated Class members were employed by Defendants and (1) shared similar job duties and
21 responsibilities (2) were subjected to the same policies and practices (3) and endured similar
22 violations at the hands of Defendants as the other Employees who served in similar and related
23 positions.

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

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

5 4. Defendant TENET HEALTHCARE CORPORATION is a Nevada corporation that
6 lists its principal address with the California Secretary of State in Dallas, Texas. Moreover,
7 Defendant TENET HEALTHCARE CORPORATION's agent of service is in Glendale,
8 California. Upon information and belief, TENET HEALTHCARE CORPORATION is a parent
9 company that owns the various business entities organized and operating under it including
10 Defendant TENET PRACTICE RESOURCES LLC, who is listed as the employer on the wage
11 statements issued to Plaintiff by Defendants during the relevant period with the same Dallas,
12 Texas address. Upon information and belief, such wage statements were issued to other Class
13 members with the same Dallas, Texas address. TENET HEALTHCARE CORPORATION's
14 LinkedIn page explains that they are "[A] diversified healthcare services company headquartered
15 in Dallas. Our care delivery network includes United Surgical Partners International, the largest
16 ambulatory platform in the country, which operates or has ownership interests in approximately
17 465+ ambulatory surgery centers and surgical hospitals. We also operate 60 acute care and
18 specialty hospitals, approximately 110 other outpatient facilities, a network of leading employed
19 physicians and a global business center in Manila, Philippines."

20 5. Defendant TENET PRACTICE RESOURCES LLC is a business organization of
21 form unknown, unlisted with the California Secretary of State. Upon information and belief,
22 TENET PRACTICE RESOURCES LLC is a sub-entity of TENET HEALTHCARE
23 CORPORATION or otherwise related to it and its facilities in Yorba Linda, California where
24 Plaintiff and the other Class members worked or were based out of. TENET PRACTICE
25 RESOURCES LLC address in Dallas, Texas is the same address listed on Plaintiff's wage
26 statements and, on information and belief, wage statements issued to Class members during the
27 relevant period.

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

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

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

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FACTUAL BACKGROUND

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

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

11. For much of her employment, Plaintiff was employed by Defendants as a medical assistant and medical scribe at Defendants’ Yorba Linda, California facility. Plaintiff generally worked over forty hours per week, five days per week, which resulted in shifts of approximately eight hours in duration. Plaintiff’s shifts were generally scheduled from 7:15 a.m. to 4:00 p.m.

12. The nature of Defendants’ operations and its policies and practices require that Employees endure significant off-the-clock work. Defendants’ facilities included timekeeping systems incorporating electronic recording of time punches by Employees logging onto Defendants’ computers to record their time entries.

13. The failure to maintain accurate timekeeping and payroll records perpetrated by Defendants has also been exacerbated by off the clock work Defendants required their Employees

1 to endure. Due to the heavy volume of work, Plaintiff was habitually compelled to work through
2 parts of her meal periods in order to complete her work. Defendants were well aware that their
3 facilities were understaffed and as a result, Employees were required to work additional hours
4 that were often uncompensated or otherwise underpaid. Defendants required that all overtime
5 hours must be pre-approved by Defendants' managers. Thus, if Plaintiff failed to complete all her
6 work during her scheduled hours, she would be forced to incur overtime hours which Defendants'
7 management frowned upon and rarely authorized. Thus, Plaintiff was forced to work through
8 parts of her meal periods to complete all her work and to avoid incurring an amount of overtime
9 that Defendants would not accept and pay. These additional hours worked generally went
10 uncompensated despite the fact Plaintiff was under Defendants' control or otherwise required to
11 continue performing job duties or was standing by to perform them. Plaintiff and other
12 Employees' rest breaks were also routinely interrupted or not provided at all due to pressing work
13 demands. Due to understaffing and the heavy volume of work, Employees were generally
14 authorized and permitted to take only a single rest break, if they were able and authorized to take
15 one at all. Additionally, Plaintiff and the Class members were also required to work or otherwise
16 remain under Defendants' control after their shift end times, including on-site and through after-
17 hours work-related communications and other work requirements Defendants required them to
18 perform off the clock.

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

27 15. Plaintiff was therefore not paid for all her hours worked at the required minimum,
28 overtime and double time wage rates due to Defendants' policy and practice of requiring her to

1 work off the clock and without pay. With work shifts generally scheduled for eight hours or
2 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past
3 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times
4 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by
5 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
6 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon
7 information and belief, the Class members were bound by similar scheduling and work policies
8 which Defendants required them to follow and endured similar violations at Defendants' hands as
9 Plaintiff.

10 16. On May 26, 2023, Plaintiff requested her payroll and personnel files from the
11 Defendants, and Plaintiff received the payroll records on July 24, 2023 and August 2, 2023,
12 which were 38 and 47 days late. Defendant produced Plaintiff's personnel records in three
13 batches that were 29, 39, and 52 days late. As of the date of this filing, Defendants have also
14 failed to produce Plaintiff's entire personnel file despite multiple requests to that end. Defendants
15 have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to
16 discover the nature and extent of the off the clock work Defendants' required and the actual hours
17 Plaintiff worked, or have otherwise declined to produce them to Plaintiff in response to a timely
18 and lawful request. By failing to pay for all hours worked, Defendants have committed knowing
19 and intentional ongoing violations of the record keeping requirements under the Labor Code §§
20 226 and 1174.

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

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

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

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

1 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

2 21. More specifically, Plaintiff worked shifts that entitled her to at least one meal
3 period, but Defendants' managers required Plaintiff and the Class members to prioritize work over
4 taking lawful meal periods. To whatever extent there was ever a schedule for meal periods, it went
5 by the wayside quickly as there always seemed to be a customer that needed assistance. Constant
6 short-staffing led to systematically late meal periods, and on-duty meal periods that were
7 incessantly interrupted by patient and management demands and required job duties and tasks. The
8 heavy workload and management expectations also contributed to Employees working through
9 meal periods or not taking them or taking them late so work could be accomplished or they were
10 otherwise required to remain under Defendants' control during meal periods.

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

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

27 24. As a result, Defendants' failure to provide Plaintiff and the Class members with all
28 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest

1 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also
2 failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective
3 hourly rate of pay, for each meal period or rest break that Defendants failed to provide or
4 deficiently provided. Upon information and belief, if and when Defendants did pay any meal
5 period premiums, they failed to include all forms of remuneration in the regular rate used to
6 calculate and pay it. To the extent Plaintiff and the Class members worked shifts of over ten hours,
7 upon information and belief Defendants failed to provide them with a second required meal
8 period.

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

- 16 (a) Class members were not provided full thirty-minute duty free meal periods
17 for work days in excess of five hours and were not compensated one hour's
18 wages in lieu thereof, all in violation of, among others, Labor Code §§
19 226.7, 512, and the applicable Industrial Welfare Commission Wage
20 Order(s);
- 21 (b) Class members were not provided second full thirty-minute duty free meal
22 periods for work days in excess of ten hours;
- 23 (c) Class members were required to work through at least part of their daily
24 meal period(s);
- 25 (d) Meal periods were provided after five hours of continuous work during a
26 shift; and
- 27 (e) Class members were restricted in their ability to take a full thirty-minute
28 meal period and were not permitted to leave their work premises during

1 meal periods and were otherwise required to remain under Defendants'
2 control during meal periods.

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

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

19 28. Defendants' management did not emphasize the requirement to provide at least
20 one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If
21 and when Plaintiff was permitted to take a ten-minute rest break on a shift, she was not permitted
22 to take a second one or a third one or any breaks were untimely or impermissibly shortened.
23 Further violations occurred as Plaintiff and the Class members were required to remain under
24 Defendants' control by not being able to leave the premises and by Defendants' requirement that
25 they remain ready to respond to work requirements and job demands.

26 29. Therefore, Defendants failed to authorize and permit Class members to take all
27 their required rest breaks. Plaintiff and the other similarly situated Class members were either not
28 authorized permitted the opportunity to take a rest break, or were required to remain under

1 Defendants' control and respond to instructions and job demands. Defendants also failed to
2 authorize and permit Employees to leave the property premises during rest breaks, or else
3 prevented them from doing so, thus further evidencing Defendants' policy and practice of
4 requiring Plaintiff and the Class members to remain under their control during required off-duty
5 rest breaks.

6 30. Defendants' policies and practices thus systematically deny and denied Plaintiff
7 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
8 periods. The California Supreme Court has instructed that the rest period requirement obligates
9 employers to permit and authorize employees to take-off-duty rest periods. That is, during rest
10 periods employers must relieve employees of all duties and relinquish control over how
11 employees spend their time. Plaintiff and the Class members were and are under Defendants'
12 control when they are working through rest breaks, and Defendants failed to schedule or account
13 for required first, second, and third rest breaks during the shifts Plaintiff and the Class members
14 generally worked.

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

- 22 (a) Class members were required to work without being provided a minimum
23 ten minute rest period for every four hours or major fraction thereof worked
24 and were not compensated one hour of pay at their regular rate of
25 compensation for each workday that a rest period was not provided, and to
26 the extent Defendants paid any premiums, they failed to include all forms of
27 remuneration in the regular rate used to calculate and pay them.

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- 1 (b) Class members were not authorized and permitted to take timely rest periods
2 for every four hours worked, or major fraction thereof; and
- 3 (c) Class members were required to remain on duty and under Defendants'
4 control during rest periods or otherwise had their rest periods interrupted by
5 work demands.

6 32. From at least four years prior to the filing of this lawsuit and continuing to the
7 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
8 deducting the Employees' earned wages, including by requiring off the clock work during breaks
9 and before and after work shifts and by miscalculating the regular rate and accordingly
10 underpaying overtime wages and meal and rest break premiums. By not compensating Employees
11 for all hours worked and under Defendants' control at the correct rates, Defendants unlawfully
12 deducted wages earned by and owed to Plaintiff and the Class members, in violation of Labor
13 Code § 221.

14 33. Defendants also violated California Labor Code § 246 by not providing all
15 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
16 provides that an Employee who "works in California for the same employer for 30 or more days
17 within a year from the commencement of employment is entitled to paid sick days as specified in
18 this section." Paid sick time for nonexempt employees shall be calculated in the same manner as
19 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
20 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
21 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
22 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
23 leave to the Class members during the relevant time period, including by failing to provide two
24 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under
25 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
26 enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully
27 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
28 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate

1 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”

2 Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with
3 all their required and earned sick days and all their COVID-19 supplemental sick leave in
4 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and
5 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and
6 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

7 34. Defendants also failed to pay Plaintiff and the other Class members all vested
8 vacation time at the time of their separation from Defendants’ employment, in violation of Labor
9 Code § 227.3. Specifically, Plaintiff had accrued approximately 13.2 hours of vacation time as
10 evidenced by wage statements issued by Defendants. Inexplicably, however, Defendants failed to
11 pay Plaintiff for all earned and unused vacation time at her final rate of pay at the time of
12 Plaintiff’s resignation from her employment. There is an entry on the wage statement showing “V
13 PTO Rec” paid to Plaintiff after her resignation. It shows 10.40 hours being paid out to Plaintiff;
14 however, the wage statement evidencing the pay period prior to Plaintiff’s resignation did not
15 include a balance for “V PTO” with a handwritten note adding the 10.40 “accrued” hours to the
16 13.20 “balance” hours. Accordingly, Plaintiff is owed approximately 13.2 hours of vacation time.
17 On information and belief similarly situated Class members are also owed vested vacation time.

18 35. Upon information and belief, Defendants also failed to provide Employees such as
19 Plaintiff at the time of her employment and thereafter with written notice complying with all the
20 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
21 shall provide to each employee a written notice, in the language the employer normally uses to
22 communicate employment-related information to the employee, containing” specifically required
23 information. Upon information and belief, Defendants failed to provide this information to the
24 Class Members as required under Labor Code § 2810.5. Defendants were required to provide
25 Plaintiff and the Class members certain specific information upon hiring pursuant to California
26 Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when she
27 was hired, or have failed to produce it, and upon information and belief, Defendants committed
28 similar violations in connection with similarly situated Class members.

1 36. As a result of these illegal policies and practices, Defendants also engaged in and
2 enforced the following additional unlawful practices and policies against Plaintiff and the Class
3 members she seeks to represent:

- 4 (a) failing to pay all wages owed to Class members who either were discharged,
5 laid off, or resigned in accordance with the requirements of Labor Code §§
6 201, 202, 203 and 227.3;
- 7 (b) failing to pay all wages owed to the Class members twice monthly in
8 accordance with the requirements of Labor Code § 204;
- 9 (c) failing to pay Class members all wages owed, including all meal and rest
10 period premium wages, and failing to pay them at the regular rate of
11 compensation;
- 12 (d) failing to maintain accurate records of Class members' hours worked and
13 earned wages and meal periods in violation of Labor Code §§ 226 and
14 1174(d) and section 7 of the applicable IWC Wage Orders; and
- 15 (e) failing to produce timekeeping records in response to Plaintiff's timely and
16 lawful request to receive them under these authorities.

17 37. Defendants have also consistently failed to provide Class members with timely,
18 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
19 including by the above-described requirement of off the clock work, failure to pay all overtime
20 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
21 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
22 miscalculating any overtime or meal period or rest break premium wages and by the systematic
23 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
24 difficult to account with precision for the unlawfully withheld wages and meal and rest period
25 compensation owed to Plaintiff and the Class, during the liability period, including because they
26 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
27 and because they did not implement and preserve a record-keeping method as required for non-
28 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable

1 California Wage Orders. Upon information and belief, time clock punches were not maintained or
2 were not accurately maintained for work shifts and meal periods. Defendants also failed to
3 accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff
4 and the Class members, including by failing to pay all overtime hours at the correctly calculated
5 overtime premium rate.

6 38. Defendants have also failed to comply with Labor Code § 226(a) by inaccurately
7 listing the name and address of the legal entity that is the employer. On information and belief,
8 since approximately December 2014, Defendants have listed TENET PRACTICES RESOURCES
9 LLC on wage statements issued to Plaintiff and Class members. Plaintiff is uncertain about the
10 organizational form of this entity which is further confounded by the fact that the address listed on
11 the wage statements is attributable to TENET HEALTHCARE CORPORATION. Defendants'
12 failure to accurately name the legal entity employing Plaintiff and Class members on wage
13 statements issued to them has caused confusion over the entity responsible for addressing the
14 Labor Code violations alleged by Plaintiff, including those under section 226(a)(8).

15 39. Defendants also provided Plaintiff and the Class members with wage statements
16 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
17 Upon information and belief, Defendants mislabeled different payments as "FLSA Bns Cur,"
18 "FLSA Bns Sep," "FLSA BNS," and "PenPay" which were either mislabeled or corrections to
19 previously mis-paid wages. For the same reasons as explained above, Plaintiff and the Class
20 members were provided with unlawful wage statements that failed to reflect all hours worked and
21 failed to pay for all overtime hours or failed to pay overtime wages at the correct overtime
22 premium rate, and Defendants miscalculated meal and rest break premiums, and sick time if and
23 when they did pay them. Defendants followed this unlawful policy and practice even though both
24 Plaintiff and Defendants were aware that Plaintiff and the Class members worked more total hours
25 than were reflected on the wage statements, including overtime hours, and were underpaid by
26 regular rate miscalculation. Plaintiff and the Employees in the Class were unable to discern from
27 their wage statements alone the actual hours they worked in total during a pay period and the rates
28 they were paid for those hours worked.

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

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

20 42. From at least four years prior to the filing of this lawsuit and continuing to the
21 present, Defendants have regularly required Plaintiff and the Class members to incur necessary
22 business expenses in the course of performing their required job duties without reimbursement.
23 These included the cell phone-related expenses Plaintiff incurred in responding to calls from
24 management on her personal phone and home office expenses such as internet and utility costs
25 Plaintiff incurred while working remotely as a data processor. Plaintiff and the Class members
26 must be reimbursed for these necessary business expenses under Labor Code § 2802, and
27 Defendants systematically failed to do so.

28 ///

43. In light of the foregoing, Plaintiff 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, 2802, 2810.5, 2698 *et. seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

44. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff 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

45. 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 (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 medical assistants, medical scribes, and those in similar and related positions. Further, Plaintiff seeks to represent the 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. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Subclass 8. 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 9. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

j. Subclass 10. Unpaid Vacation Time Subclass. All Class members who are owed vested vacation time.

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

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

46. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class

1 against Defendants, the Class Period should be adjusted accordingly.

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

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

16 **A. Numerosity**

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

23 **B. Commonality**

24 50. There are questions of law and fact common to the Class that predominate over any
25 questions affecting only individual Class members. The common questions are numerous and
26 substantial and flow from Defendants’ uniform policies and/or practices of violating the California
27 Labor Code addressed above. As such, these common questions predominate over individual
28 questions concerning each individual Class Member’s showing as to his or her eligibility for

1 recovery or as to the amount of damages. These common questions of law and fact include:

- 2 a. Whether Defendants failed to pay Employees minimum wages;
- 3 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 4 c. Whether Defendants failed to pay Employees overtime as required under Labor
5 Code § 510;
- 6 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
7 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
8 premium pay in lieu thereof;
- 9 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
10 Orders, by failing to authorize and permit Employees to take requisite rest breaks
11 or provide premium pay in lieu thereof;
- 12 f. Whether Defendants violated Labor Code § 226(a) by providing Employees with
13 inaccurate wage statements and wage statements that omitted many of the Section
14 226(a) requirements.
- 15 g. Whether Defendants violated Labor Code § 221;
- 16 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
17 wages and compensation due and owing at the time of termination of employment;
- 18 i. Whether Defendants' conduct was willful;
- 19 j. Whether Defendants violated Labor Code § 226 and § 1174 and §1198 and the
20 IWC Wage Orders by failing to maintain accurate records of Class members'
21 earned wages and work periods;
- 22 k. Whether Defendants violated Labor Code § 1194 by failing to compensate all
23 Employees during the relevant time period for all hours worked, whether regular or
24 overtime;
- 25 l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
26 wages earned at least twice monthly;
- 27 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
28 business expenses incurred by Employees;

- n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- o. Whether Defendants violated Labor Code § 227.3 by failing to pay Employees vested vacation time at the time of their separation from Defendants' employment.
- p. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- q. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- r. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

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

54. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class members is

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

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

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

25 57. Plaintiff and the Employees in the Class did not discover the fact that they were
26 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
27 any discussion about Plaintiff's and the Class members' waiver of their Constitutional rights of
28 trial by jury, to collectively organize and oppose unlawful pay practices under California law as

1 well as obtain injunctive relief preventing such practices from continuing. As a result, the
2 applicable statutes of limitation tolled until such time as Plaintiff and the Class members
3 discovered their claims.

4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO PAY MINIMUM WAGES**
6 **(Against All Defendants)**

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

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

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

1 61. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
2 states: “The minimum wage for employees fixed by the commission is the minimum wage to be
3 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The
4 applicable minimum wage rate fixed by the commission for work during the relevant period is
5 found in the Wage Orders.

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

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

18 64. In committing these violations of the California Labor Code, Defendants
19 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
20 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
21 time worked by Plaintiff and other members of the Class, including by requiring off the clock
22 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
23 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
24 Welfare Commission requirements and other applicable laws and regulations. As a result of these
25 violations, Defendants also failed to timely pay all wages earned in accordance with California
26 Labor Code § 1194.

27 65. California Labor Code § 1194.2 also provides for the following remedies: “In any
28 action under Section 1194 . . . to recover wages because of the payment of a wage less than the

1 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
2 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

3 66. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
4 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
5 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
6 pay each employee minimum wages.

7 67. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
8 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
9 interest thereon.

10 68. 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 69. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
14 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
15 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
16 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
17 members of the Class further request recovery of all unpaid wages, according to proof, interest,
18 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
19 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
20 wage compensation is determined to be owed to the Class members who have terminated their
21 employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore
22 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
23 which penalties are sought herein on behalf of these Class members. Defendants’ failure to timely
24 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
25 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as
26 alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class
27 members are entitled to seek and recover statutory costs.

28 ///

1 **SECOND CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

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

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

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

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

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

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

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

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

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

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

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

28 ///

1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 82. California Labor Code § 227.3 provides: “Unless otherwise provided by a
7 collective-bargaining agreement, whenever a contract of employment or employer policy
8 provides for paid vacations, and an employee is terminated without having taken off his vested
9 vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance
10 with such contract of employment or employer policy respecting eligibility or time served;
11 provided, however, that an employment contract or employer policy shall not provide for
12 forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated
13 representative, in the resolution of any dispute with regard to vested vacation time, shall apply the
14 principles of equity and fairness.” Thus, Labor Code § 227.3 requires that employers who provide
15 employees with vacation time must pay employees for all unused vacation at the time of
16 termination of employment.

17 83. At all relevant times during the applicable limitations period, Plaintiff and
18 the Class members accrued vacation time and paid time off during their employment with
19 Defendants. As a result of their reimbursement policies and practices, Plaintiff is informed
20 and believes and thereon alleges that Defendants failed to reimburse them for all accrued
21 vacation and paid time off wages. Thus, Defendants violated Labor Code § 227.3 by failing to
22 pay Plaintiff and Class members the vacation time due and owing to them at the time of
23 termination of their employment.

24 84. By reason of the above, Plaintiff and the Class members are entitled to restitution
25 for all unpaid amounts due and owing to within four years of the date of the filing of the
26 Complaint until the date of entry of judgment.

27 85. Plaintiff, on behalf of herself and the members of the Class, seeks interest thereon
28 pursuant to California Labor Code § 218.6, costs pursuant to California Labor Code § 218.6, and

1 reasonable attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

2 86. Pursuant to the California Labor Code, including Labor Code §§ 227.3, 558, 1194,
3 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K),
4 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all their vacation
5 pay, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any
6 statutory penalties against Defendants, and each of them, and any additional sums as provided by
7 the Labor Code and/or other statutes.

8 **FOURTH CAUSE OF ACTION**

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

10 **(Against All Defendants)**

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

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

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

27 90. Defendants thus failed to provide Plaintiff and the Class members with meal
28 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,

1 including by not providing them with the opportunity to take meal breaks, by providing them late
2 or for less than thirty minutes, or by requiring them to perform work during breaks.

3 91. Moreover, Defendants failed to compensate Employees for each meal period not
4 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
5 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
6 employee a meal period in accordance with this section, the employer shall pay the employee one
7 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
8 period is not provided. As detailed above, when Defendants paid any meal period premiums, they
9 upon information and belief underpaid them by miscalculating the regular rate of compensation by
10 not including all forms of remuneration in it. Defendants thus failed to compensate the Employees
11 in the Class for each meal period not provided or inadequately provided, as required under Labor
12 Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

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

19 **FIFTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

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

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

27 95. Employees consistently worked consecutive four hour shifts and were generally
28 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and

1 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
2 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
3 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
4 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
5 to authorize and permit Plaintiff and the Class members to take lawful rest breaks. Employees
6 were often required to work or to otherwise remain under Defendants' control during rest periods,
7 including by responding to work requirements, and had breaks provided untimely as a result of the
8 above described off the clock work.

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

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

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

26 99. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
27 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
28 of wages at their effective hourly rates of pay for each day worked without the required rest

breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

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

101. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; 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.

102. Defendants failed to provide Plaintiff and the similarly situated Employee Class members with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendants failed to accurately account for wages, overtime, and premium pay, 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.

103. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff 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

1 period and the corresponding number of hours worked at each hourly rate by the employee
2 pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other
3 statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the
4 Class members with such timely and accurate wage and hour statements.

5 104. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
6 and intentional failure to provide them with the wage and hour statements as required by law and
7 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
8 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
9 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
10 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
11 wage statement alone one or more of the following: (i) The amount of the gross wages or net
12 wages paid to the employee during the pay period or any of the other information required to be
13 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
14 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
15 wages paid to the employee during the pay period, (iii) The name and address of the employer
16 and, (iv) The name of the employee and only the last four digits of his or her social security
17 number or an employee identification number other than a social security number. For purposes
18 of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an
19 objective standard] would be able to readily ascertain the information without reference to other
20 documents or information.

21 105. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
22 are required "to pay each employee, on the established payday for the period involved, not less
23 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
24 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
25 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members
26 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
27 4(B) and paragraph 20 of the applicable IWC Wage Orders.

28 ///

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

107. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage Order, Plaintiff and the Employee Class members 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) under Section 226(e). They are also entitled to an award of costs and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

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

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

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

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

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

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

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

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

115. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the

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

8 116. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
9 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
10 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
11 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
12 applicable IWC Wage Orders.

13 **NINTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE § 203**
15 **(Against All Defendants)**

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

18 118. Plaintiff and numerous Class members are no longer employed by Defendants; they
19 either quit Defendants’ employ or were fired therefrom.

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

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

25 121. Defendants thus failed to pay Plaintiff and the Class members without abatement,
26 all wages as defined by applicable California law. Among other things, these Employees were not
27 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
28 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of

1 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
2 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
3 required time was willful within the meaning of Labor Code § 203.

4 122. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
5 are required "to pay each employee, on the established payday for the period involved, not less
6 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
7 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
8 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members
9 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
10 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
11 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
12 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer
13 hours than those fixed, or under conditions of labor prohibited by an order of the commission" or
14 if the employer pays "a wage less than the minimum fixed by an order of the commission" or
15 "violates...any provision of this chapter or any order or ruling of the commission."

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

20 TENTH CAUSE OF ACTION

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

22 (Against All Defendants)

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

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

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

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

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

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

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

ELEVENTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

133. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for

1 inspection or provide a copy of the personnel records to the current or former employee, or his or
2 her representative, not later than thirty calendar days from the date the employer receives the
3 written request, subject to some limited exceptions. Failure to comply with these requests allows
4 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
5 226(f).

6 134. Plaintiff sent written requests through her counsel to Defendants for their payroll
7 records, timecards, and personnel records. However, Plaintiff has not received all of her requested
8 records as of the date of this Complaint.

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

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

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

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

19 **TWELFTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

21 **(Against All Defendants)**

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

24 140. Plaintiff is informed and believes and based thereon alleges that throughout the
25 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
26 related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred
27 in responding to calls from management on her personal phone and home office expenses such as
28 internet and utility costs Plaintiff incurred while working remotely as a data processor. Plaintiff

1 and the Class members must be reimbursed for these necessary business expenses under Labor
2 Code § 2802 and Defendants systematically failed to do so.

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

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

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

20 **THIRTEENTH CAUSE OF ACTION**

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

22 **(Against All Defendants)**

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

1 145. Plaintiff is a “person” within the meaning of Business & Professions Code
2 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
3 relief, restitution, and other appropriate equitable relief.

4 146. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
5 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
6 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
7 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
8 Class members for all hours worked, due to systematic business practices as alleged herein that
9 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
10 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
11 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
12 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

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

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

26 149. Defendants’ conduct, as alleged above, constitutes unfair competition in violation
27 of the Business & Professions Code § 17200 *et seq.*

28 150. By engaging in the conduct herein alleged, by failing to pay wages and overtime,

1 failing to provide meal periods and rest breaks, etc., Defendants either knew or in the exercise of
2 reasonable care should have known that their conduct was unlawful; therefore, their conduct
3 violates the Business & Professions Code § 17200 *et seq.*

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

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

13 153. 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
15 should make such orders or judgments, including the appointment of a receiver, as may be
16 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
17 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
18 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
19 have unlawfully failed to pay.

20 **FOURTEENTH CAUSE OF ACTION**

21 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

22 **(Against All Defendants)**

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

25 155. Plaintiff and the Employees in the Class are also aggrieved employees as defined
26 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
27 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
28 period.

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

8 157. As such, Employees seek wages and penalties under Labor Code §§ 2698 and
9 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
10 including the penalty provisions, without limitation, based, inter alia, on the following California
11 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
12 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

13 158. More specifically, after complying with the notice procedures of Labor Code §
14 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
15 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-
16 addressed underlying claims and seeking penalties as specified by the applicable corresponding
17 provisions, including as follows:

18 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
19 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
20 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
21 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
22 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
23 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
24 to Labor Code § 2699(g)(1);

25 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
26 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
27 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
28 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC

1 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
2 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
3 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
4 pursuant to Labor Code § 2699(g)(1);

5 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
6 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
7 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
8 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
9 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
10 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
11 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
12 providing inaccurate wage statements and failing to maintain records as required under Labor
13 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
14 Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a
15 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
16 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
17 citation, ...";

18 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
19 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
20 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
21 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
22 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
23 § 2699(g)(1);

24 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For
25 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the
26 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
27 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties
28 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and

1 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
2 pursuant to Labor Code § 2699(g)(1);

3 (f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For
4 Defendants' failure to provide Employees with all their required and earned sick days and all their
5 COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil
6 and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5,
7 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to
8 Labor Code § 2699(g)(1); and
9

10 (g) All Alleged Violations of the IWC Wage Orders and Other Labor Code
11 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
12 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
13 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
14 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
15 Labor Code § 2699(g)(1).

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

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

27 (b) If upon inspection or investigation the Labor Commissioner determines that a
28 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 criminal penalty provided by law.

160. Plaintiff has exhausted his administrative remedies by submitting a certified letter to the LWDA and Defendants on March 6, 2024 (LWDA-CM-1015045-24) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees

1 for each day requisite rest breaks were not provided or were deficiently provided where no
2 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
3 be proven;

4 7. For compensatory damages in the amount of unpaid vacation owed to Employees
5 pursuant to Labor Code § 227.3;

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

7 9. For restitution and/or damages and penalties for Defendants' failure to pay all
8 wages due twice monthly under Labor Code § 204, as may be proven;

9 10. For restitution and/or damages for all amounts unlawfully withheld from the wages
10 for all class members in violation of Labor Code § 221, as may be proven;

11 11. 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 12. For penalties pursuant to Labor Code § 1174.5, as may be proven;

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

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

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

17 16. For restitution for unfair competition pursuant to Business & Professions Code
18 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

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

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18. For other wages and penalties under the Labor Code as may be proven;
19. For all general, special, and incidental damages as may be proven;
20. For an award of pre-judgment and post-judgment interest;
21. For an award providing for the payment of the costs of this suit;
22. For an award of attorneys' fees; and
23. For such other and further relief as this Court may deem proper and just.

DATED: July 23, 2024

D.LAW, INC.

By



Emil Davtyan
David Yermian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff Amy Lee Thissell
and the putative class

DEMAND FOR JURY TRIAL

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

DATED: July 23, 2024

D.LAW, INC.

By



Emil Davtyan
David Yeremian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff Amy Lee Thissell
and the putative class

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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 880 E Broadway, Glendale, CA 91205.

Michael S Turner
mturner@hillfarrer.com
Hill, Farrer & Burrill LLP
 300 S Grand Ave, 37th Fl.,
 Los Angeles, CA 90071

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[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.

California.


Sasha Zambrano

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd MAILING ADDRESS: P.O. Box 1994 CITY AND ZIP CODE: Santa Ana CA 92702 BRANCH NAME: Civil Complex Center	<i>FOR COURT USE ONLY</i>
SHORT TITLE: Amy Lee Thissell vs. Tenet Healthcare Corporation	
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 30-2024-01383912-CU-OE-CXC

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of Orange. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Amy Lee Thissell, an individual, on behalf of herself and others similarly situated

On Behalf of: Amy Lee Thissell; CCMS ID: 81045005

Transaction Number: 11340359

Court Received Date: 07/23/2024

Court Received Time: 02:45:32 PM

Filed Date: 07/23/2024

Filed Time: 02:45 PM

Fee Amount Assessed: \$0.00

Case Number: 30-2024-01383912-CU-OE-CXC

Case Title: Amy Lee Thissell vs. Tenet Healthcare Corporation

Location: Civil Complex Center

Case Type: Other employment

Case Category: Civil - Unlimited

Jurisdictional Amount: > 35000

Case Title:

Documents Electronically Filed/Received

Amended Complaint\n(1st)

Status

Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider LegalConnect

Email: support@legalconnect.com

Contact Person: Customer Support

Phone: 8009096859