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Attorneys for Plaintiff KYLE E. PETTY,
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KYLE E. PETTY, an individual, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

RADIOLOGY PARTNERS
MANAGEMENT, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **24STCV05436**

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability under Labor Code § 226.7;
4. Rest-Break Liability under Labor Code § 226.7;
5. Violation of Labor Code § 226(a) and 226.2;
6. Violation of Labor Code § 204;
7. Violation of Labor Code § 203;
8. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
9. Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5;
10. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff KYLE E. PETTY (hereinafter "Plaintiff"), on behalf of himself 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 1. INTRODUCTION

6 2. Plaintiff brings this action on behalf of himself 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 RADIOLOGY
9 PARTNERS MANAGEMENT, LLC, a Delaware limited liability company and DOES 1 through
10 50 (all defendants being collectively referred to herein as "Defendants"). Plaintiff alleges that
11 Defendants violated various provisions of the California Labor Code, relevant orders of the
12 Industrial Welfare Commission (IWC), and California Business & Professions Code, and seeks
13 redress for these violations.

14 3. Plaintiff worked as an hourly Senior Patient Service Representative at one of
15 Defendants' facilities and locations in El Segundo, California and Los Angeles County. He and
16 the other Class members were employed by Defendants as non-exempt hourly employees at
17 Defendants' locations and facilities throughout California, including in positions related to
18 providing customer service, speaking with patients, and dealing with patients and with escalated
19 calls to Defendants' customers. Plaintiff worked at Defendants' behest without being paid all
20 wages due and without being provided all required breaks. More specifically, Plaintiff and the
21 other similarly situated Class members were employed by Defendants and shared similar job
22 duties and responsibilities, were subjected to the same policies and practices, and endured similar
23 violations at the hands of Defendants as the other Employees who served in similar and related
24 positions.

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

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

6 5. Defendant RADIOLOGY PARTNERS MANAGEMENT, LLC is a Delaware
7 corporation which lists its principal address with the California Secretary of State in El Segundo
8 and in Los Angeles County, California. It lists several personnel as registered corporate agents
9 from a Sacramento, California office. It lists its type of business as "any lawful act or activity."
10 Upon information and belief, RADIOLOGY PARTNERS MANAGEMENT, LLC operates
11 throughout Los Angeles County and the state of California. The website for RADIOLOGY
12 PARTNERS MASNAGEMENT, LLC states that it provides "Radiology, Healthcare IT,
13 Outpatient Imaging, Interventional Radiology, Imaging Informatics, Physician Services, and
14 Medical Imaging facilities in California," including the Orange, California facility where Plaintiff
15 worked. Plaintiff's W-2 lists RADIOLOGY PARTNERS MANAGEMENT LLC as the employer
16 and lists its address in El Segundo, California, in Los Angeles County. Upon information and
17 belief, the Wage Statements issued to Plaintiff listed Radiology Partners as the employer, with the
18 same El Segundo address.

19 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
20 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
21 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
22 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
23 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
24 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
25 County, where Defendants operate and provide services to California customers.

26 7. The true names and capacities, whether individual, corporate, associate, or
27 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
28 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of

1 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
2 designated herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some
3 manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this
4 Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1
5 through 50 when their identities become known.

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

17 **FACTUAL BACKGROUND**

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

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1 10. During the course of Plaintiff and the Class members' employment with
2 Defendants they were not paid all wages they were owed, including for all work performed
3 (resulting in "off the clock" work), and for all their overtime hours worked, or were not paid at
4 the correct rates. This has resulted in systematic and ongoing violations of the California Labor
5 Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other
6 non-exempt, hourly employees providing radiologic and imaging and related administrative and
7 customer service support to patients based out of Defendants' facilities in California.

8 11. Plaintiff worked for Defendants remotely and also at Defendants' facilities in
9 Orange, California as a "Senior Patient Service Representative." His duties included providing
10 customer service, assisting representatives with patient questions, and answering and dealing with
11 patient escalated calls. Plaintiff generally worked at least 40 hours per week, five shifts per week.
12 Plaintiff's scheduled hours were generally from 6:30 a.m. through 3:00 p.m. Plaintiff was
13 required to and did supply his own office equipment, personal computer, and home internet for
14 performing his duties when Defendants employed him to work remotely. In addition to their
15 regular hourly rate of pay, Plaintiff and Class members were paid nondiscretionary bonuses.
16 These bonuses were part of an incentive plan which Defendants specifically intended to reward
17 Employees for their productivity. To whatever extent Defendants paid these bonuses, and upon
18 information and belief any other forms of remuneration in addition to Plaintiff's hourly rate, they
19 failed to include these payments in the regular rate used to calculate and pay overtime and any
20 meal and rest premium payments Defendants paid.

21 12. Defendants' timekeeping systems were faulty and inaccurate, and contributed to
22 the systematic off the clock work Plaintiff and the Class members endured, including for the
23 minutes Employees spent waiting to record their time before and after work shifts and during
24 meal breaks. For example, when the Plaintiff was on a customer service call and it was time to
25 take a meal break, he was unable to do so because he could not terminate the call. This in turn
26 resulted in untimely and unlawfully shortened meal periods as Plaintiff and the Class members
27 were required to work during breaks or otherwise remain under Defendants' control. Employees
28 were unable to use their break time to do as they saw fit because they were required by

1 Defendants to remain responsive to work demands and customer inquiries and calls. Employees
2 were therefore required to remain under Defendants' control to respond as needed to work
3 demands despite the fact they were in the middle of an unpaid meal period. Defendants failed to
4 record any such time as hours worked in their timekeeping systems. In addition to unpaid hours
5 worked during their meal periods, Plaintiff and the Class Members were required to complete job
6 duties or otherwise remain under Defendants' control before and after their scheduled shift hours.
7 For example, Plaintiff was repeatedly required to review e-mails and work items before clocking
8 in or continued working after scheduled shift end times. Defendants also required Employees to
9 comply with training requirements but failed to compensate them for their hours worked while
10 completing this training. Accordingly, Defendants systematically failed to pay Employees for all
11 their hours worked and failed to pay for all such hours worked at the required rates of pay.
12 Perpetrating these wage payment violations allowed Defendants to paint a picture of compliance
13 by conforming timekeeping records to scheduled work hours rather than contemporaneously
14 reflecting the actual hours Employees worked.

15 13. Plaintiff and the Class members were sometimes asked to work shifts over eight
16 hours in a day and to work over forty hours in a work week, but they were not paid at the
17 appropriate overtime rate for all such hours, including by being required to perform work duties
18 and tasks without pay and while off-the-clock. In these instances, Plaintiff and the Class members
19 began incurring overtime hours before Defendants recognized and began paying any overtime
20 hours worked by virtue of the systematic off the clock work. Defendants also miscalculated and
21 underpaid overtime by failing to account for bonuses and other forms of remuneration in the
22 regular rate used to calculate overtime payments. As a result, Plaintiff and the Class members
23 were not paid at the correctly calculated overtime rate for all their overtime hours worked or
24 otherwise worked overtime hours during their employment with Defendants for which they were
25 not compensated, in violation of the California Labor Code.

26 14. When the Employees in the Class did work overtime, they were not compensated
27 at the required and correct rate because Defendants failed to incorporate bonuses and other
28 additional forms of remuneration they received into the regular rate of pay used to calculate and

1 pay overtime. More specifically, during each pay period, Employees in the Class were paid
2 bonuses that were non-discretionary and were tied directly to their performance. However,
3 contrary to the requirements of the Labor Code and IWC Wage Orders under California law,
4 Defendants did not incorporate these bonuses and other forms of remuneration they paid
5 Employees into the regular rate of pay Defendants used to calculate and pay overtime to Plaintiff
6 and the members of the Class.

7 15. Defendants did this, upon information and belief, in connection with other
8 Employees in a concerted effort to underpay wages to Plaintiff and the other Class members.
9 Employees were therefore not paid for all their hours worked at the required minimum, overtime
10 and double time wage rates due to Defendants' policy and practice of requiring work off the
11 clock and without pay or failing to pay for all hours worked at the correct rates of pay. With work
12 shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in
13 Plaintiff and the Class members working past eight hours on a shift, which required that they be
14 paid at the correct overtime rate of 1.5 times their regular rate. Moreover, Defendants required
15 Plaintiff and class members to complete training while not clocked in for work. Therefore, the
16 Plaintiff and class members were required to work without remuneration. Defendants thus
17 systematically underpaid Plaintiff and the Class members by failing to pay them at the required
18 overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours
19 over twelve in a day at the required double time rate. Upon information and belief, the Class
20 members were bound by similar scheduling and work policies which Defendants required them to
21 follow and endured similar violations at Defendants' hands as Plaintiff.

22 16. Defendants have either failed to maintain timekeeping records and/or commission
23 records for Plaintiff that would permit Plaintiff to discover the nature and extent of the
24 underpayment of wages, the off the clock work Defendants required, and the actual hours worked
25 and bonuses or commissions Plaintiff earned or have otherwise declined to produce them to
26 Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, flag
27 hours, and/or commissions earned, Defendants have committed knowing and intentional ongoing
28 violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

1 17. As a result of the above-described unlawful requirements to work off the clock, to
2 work without payment and the failure to accurately record all hours worked and unlawful
3 rounding, and the other wage violations they endured at Defendants' hands, Plaintiff and the
4 Class members were not properly paid all wages earned and all wages owed to them by
5 Defendants, including when working more than eight hours in any given day and/or more than
6 forty hours in any given week. As a result of Defendants' unlawful policies and practices,
7 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
8 and completely compensated, in addition to the hours they were required to work off the clock at
9 their regular rates.

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

20 19. Therefore, from at least four years prior to the filing of this lawsuit and continuing
21 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
22 hours worked, bonuses or commissions earned, and failing to pay minimum wages as required by
23 California law. Also, from at least four years prior to the filing of this lawsuit and continuing to
24 the present, Defendants had a consistent policy or practice of failing to pay Employees overtime
25 compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or
26 forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in
27 violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent
28 Defendants paid Plaintiff and the Class members were paid commissions, incentive bonuses, and

1 other forms of remuneration above and beyond their normal rate of pay upon information and
2 belief Defendants miscalculated and therefore underpaid any overtime they paid during these pay
3 periods by failing to include all forms of remuneration in the regular rate used to calculate and pay
4 overtime.

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

12 21. More specifically, Plaintiff worked shifts that entitled him to at least one meal
13 period, but Defendants' managers required Plaintiff and the Class members to prioritize work over
14 taking proper meal periods. In fact, Defendants made no effort to even schedule or otherwise
15 account for time for Plaintiff and the Class members to use for duty-free, net thirty minute meal
16 periods. To the extent Defendants required Plaintiff to work over ten hours on a work shift,
17 Defendants also failed to provide second meal periods and Defendants have produced no evidence
18 of premium wage payments for meal period violations under Labor Code 226.7. To the extent
19 Defendants have paid any such premiums, upon information and belief they failed to include all
20 forms of remuneration, including commissions, and bonuses in the regular rate at which
21 Defendants paid the premiums.

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

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1 23. Defendants thus failed to provide all the legally required unpaid, off-duty meal
2 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
3 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
4 members were required to perform work as ordered by Defendants for more than five hours during
5 a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants
6 followed a practice of requiring off the clock work and rounding and time shaving in a manner
7 that would impact when Employees were to receive meal periods and rest breaks and required
8 them to respond to work calls and inquiries and other demands during breaks, thus leading to
9 further violations.

10 24. Defendants appear to recognize and accept their unlawful policies, as Plaintiff's
11 wage statements evidence Defendant paying meal period premium payments under Labor Code §
12 226.7 to Plaintiff. As addressed above, Defendants committed similar and ongoing violations by
13 failing to include all forms of remuneration, including commissions and bonuses in the regular
14 hourly rate at which they paid the premiums to Plaintiff and Class members.

15 25. Defendants thus followed uniformly applied policies of not providing all required
16 meal periods to their Employees. Meal periods were often not properly provided, as work
17 demands impermissibly shortened their breaks. Even when Plaintiff and the Class members were
18 able to take a meal period, it was generally interrupted by work duties or was taken after the fifth
19 hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off
20 the clock work in a manner that would impact when Employees were to receive meal periods and
21 rest breaks, thus leading to further violations.

22 26. As a result, Defendants' failure to provide Plaintiff and the Class members with all
23 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
24 periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at
25 least four years prior to the filing of this action and through to the present, Plaintiff and the Class
26 members were unable to take off-duty breaks or were otherwise not provided with the opportunity
27 to take required breaks as required under the Labor Code and Wage Orders due to Defendants'
28 policies and practices. On the occasions when Plaintiff and the Class members were provided with

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

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

19 27. Similar violations resulted from Defendants' failure to authorize and permit
20 Plaintiff and the Class members to take duty-free, net ten-minute rest breaks for every four hours
21 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members
22 were either not authorized permitted the opportunity to take a rest break, or were required to
23 remain under Defendants' control and respond to instructions from management and job demands
24 if and when they even attempted to take one. Upon information and belief, Defendants thus also
25 failed to authorize and permit employees to leave the premises during rest breaks, evidencing
26 Defendants' policy and practice of requiring Plaintiff and the Class members to remain under
27 their control during required off-duty rest break times.

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1 28. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
2 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
3 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free,
4 net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees
5 during the relevant period, meaning Defendants' rest break policy was not to schedule or
6 otherwise authorize and permit them. Plaintiff and the Class members worked eight to twelve
7 hours on an average shift, and were required to receive at least two rest breaks or three rest breaks
8 on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants'
9 management, Plaintiff and the Class members were compelled to not take rest breaks despite
10 working extended shifts. Defendants have produced no evidence of any payments for rest break
11 violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums,
12 upon information and belief they failed to include all forms of remuneration, including
13 commissions, and bonuses in the regular rate at which Defendants paid the premium.

14 29. Defendants' uniformly applied policies and practices thus resulted in untimely and
15 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
16 members worked shifts of at least eight hours, which required at least two rest breaks, and often
17 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions
18 when Defendants authorized and permitted Plaintiff to take a first rest break, he was not
19 permitted to take a second or a third break, and those that were provided were often late and
20 generally interrupted by job duties and requirements. Employees were also not permitted to take
21 any separate cooldown periods.

22 30. During rest and cooldown periods, employers must relieve employees of all duties
23 and relinquish control over how employees spend their time. Plaintiff and the Class members
24 were and are under Defendants' control when they are working through rest breaks. Defendants
25 have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff
26 and the Class members. Plaintiff and the Employees in the Class were thus not authorized and
27 permitted to take lawful rest periods, were systematically required by Defendants to work through
28 or during breaks, and were not provided with one hour's wages in lieu thereof. Plaintiff and the

1 Class members were also required to remain on-duty during breaks or portions of their breaks,
2 thus making them either untimely or shortened and on-duty, and they were also prevented from
3 leaving the premises and otherwise remain under Defendants' control during rest breaks under
4 Defendants' uniformly applied policies and practices. Rest period violations therefore arose in
5 one or more of the following manners:

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

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

24 32. Defendants also violated California Labor Code § 246 by not providing all
25 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
26 provides that an Employee who "works in California for the same employer for 30 or more days
27 within a year from the commencement of employment is entitled to paid sick days as specified in
28 this section." Paid sick time for nonexempt employees shall be calculated in the same manner as

1 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
2 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
3 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
4 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
5 leave to the Class members during the relevant time period, including by failing to provide two
6 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under
7 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
8 enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully
9 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
10 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate
11 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”
12 Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with
13 all their required and earned sick days and all their COVID-19 supplemental sick leave in
14 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and
15 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and
16 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

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

1 34. 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 he 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;
- 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 35. Defendants have also failed to provide Class members with proper wage
18 statements, as required by California wage-and-hour laws.

19 36. Moreover, Defendants have also consistently failed to provide Class members with
20 timely, accurate, and itemized wage statements, in writing, as required by California wage-and-
21 hour laws, including by understating bonuses or commissions, the requirement of off the clock
22 work, the failure to pay all overtime and double time wages owed and failure to pay them at the
23 appropriate premium rates, and the failure to pay premium wages for unprovided or otherwise
24 unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break
25 premium wages and by the systematic and unlawful deductions Defendants took from Employee
26 wages. Defendants have also made it difficult to account with precision for the unlawfully
27 withheld wages and meal and rest period compensation owed to Plaintiff and the Class, during the
28 liability period, including because they did not calculate the regular rate of pay correctly when

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

8 37. Defendants also provided Plaintiff and the Class members with wage statements
9 that failed to report all hours worked accurately, applicable hourly rates for all hours worked and
10 bonuses or commissions. For the same reasons as explained above, Plaintiff and the Class
11 members were provided with unlawful wage statements that failed to reflect all bonuses or
12 commissions earned and all hours worked and failed to pay for all overtime hours or failed to pay
13 overtime wages at the correct overtime premium rate, and Defendants miscalculated meal and rest
14 break premiums, and sick time if and when they did pay them. Defendants followed this unlawful
15 policy and practice even though both Plaintiff and Defendants were aware that Plaintiff and the
16 Class members worked more total hours or earned more bonuses or commissions than were
17 reflected on the wage statements, including overtime hours, and were underpaid by regular rate
18 miscalculation. Plaintiff and the Employees in the Class were unable to discern from their wage
19 statements alone the actual hours they worked in total during a pay period and the rates they were
20 paid for those hours worked.

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

1 payment of wages and accurately reporting total hours worked.

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

12 40. Plaintiff has also requested records from Defendants and they have failed to
13 constructively respond or to fully respond. Therefore, Plaintiff also asserts that Defendants have
14 had a consistent policy of denying Plaintiff and Class members the right to inspect and receive all
15 of their payroll records, timecards, and personnel records.

16 41. Additionally, from at least four years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
18 incur necessary business expenses in the course of performing their required job duties without
19 reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to
20 calls from management, the expenses related to the use of Plaintiff's personal computer, and the
21 use of Plaintiff's internet. Plaintiff and the Class members must be reimbursed for these necessary
22 business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

23 42. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
24 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2,
25 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
26 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and California Code of Regulations, Title
27 8, section 11000 *et seq.*

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

1 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
2 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
3 fraudulent practices alleged in this Complaint.

4 **CLASS ALLEGATIONS**

5 44. Plaintiff brings this class action on behalf of himself and all others similarly
6 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the
7 Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any
8 time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
9 determined by the Court (“the Class Period”), and who have been employed as non-exempt hourly
10 employees within the State of California.” This includes all radiologic and imaging and
11 administrative and customer support Employees and those in similar and related positions.
12 Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

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

15 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
16 compensated for all hours worked for Defendants and bonuses at the required rates of pay,
17 including for all hours worked in excess of eight in a day and/or forty in a week.

18 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
19 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
20 free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

21 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
22 Defendants’ policy and/or practice of failing to authorize and permit Employees to take
23 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
24 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

25 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
26 applicable limitations period, were not provided with accurate itemized wage statements.

27 f. Subclass 7. Unauthorized Deductions from Wages Subclass. All Class members
28 who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay,

1 including by requiring off the clock work.

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

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

9 j. Subclass 10. Failure To Produce Requested Employment Records Subclass. All
10 Class members who, within the applicable limitations period, were denied the right to inspect and
11 receive all their payroll records, timecards, and personnel records.

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

15 l. Subclass 12. Expense Reimbursement Subclass. All Class members who incurred
16 necessary and reasonable expenses in connection with performing their job duties for Defendants
17 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

18 m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a
19 result of Defendants' business acts and practices, to the extent such acts and practices are found to
20 be unlawful, deceptive, and/or unfair.

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

25 46. Defendants, as a matter of company policy, practice and procedure, and in violation
26 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
27 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
28 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time

1 worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the
2 benefit of this work, required Employees to perform this work and permitted or suffered to permit
3 this work. Defendants have uniformly denied these Class members wages to which these
4 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
5 order to unfairly cheat the competition and unlawfully profit.

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

11 **A. Numerosity**

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

18 **B. Commonality**

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

- 25 a. Whether Defendants failed to pay Employees minimum wages, including for all
26 hours worked;
- 27 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 28 c. Whether Defendants failed to pay Employees overtime as required under Labor

Code § 510;

- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- g. Whether Defendants violated Labor Code § 221;
- h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- i. Whether Defendants' conduct was willful;
- j. Whether Defendants violated Labor Code § 226 and § 1174 and §1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- k. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary 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 §§ 1174 and 1174.5;

- 1 p. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
2 q. Whether Employees are entitled to equitable relief pursuant to Business and
3 Professions Code § 17200 *et seq.*

4 **C. Typicality**

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

11 **D. Adequacy of Representation**

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

15 **E. Superiority of Class Action**

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

21 53. As to the issues raised in this case, a class action is superior to all other methods for
22 the fair and efficient adjudication of this controversy, as joinder of all Class members is
23 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
24 members. Further, as the economic or other loss suffered by vast numbers of Class members may
25 be relatively small, the expense and burden of individual actions makes it difficult for the Class
26 members to individually redress the wrongs they have suffered. Moreover, in the event
27 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
28 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in

1 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
2 to vindicate their rights for violations they endured which they would otherwise be foreclosed
3 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

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

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

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

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

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

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

59. In California, employees must be paid at least the applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, 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.

60. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The

1 applicable minimum wage rate fixed by the commission for work during the relevant period is
2 found in the Wage Orders.

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

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

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

24 64. As a direct result of Defendants’ unlawful wage practices as alleged herein,
25 Plaintiff and the other members of the Class did not receive the correct minimum wage
26 compensation for their time worked for Defendants, including by not receiving wages for all rest
27 periods.

28 ///

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

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

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

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

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

1 members are entitled to seek and recover statutory costs.

2 **SECOND CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

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

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

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

27 74. Defendants thus had a consistent policy of not paying Employees wages for all
28 hours worked, including hours at their required regular, overtime, and double-time rates.

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

11 75. As a direct result of Defendants' unlawful wage practices as alleged herein, the
12 Plaintiff and the other members of the Class did not receive the correct wage compensation for
13 their time worked. Pursuant to California Labor Code § 1194.2, Plaintiff and class members are
14 entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest
15 thereon.

16 76. During the Class Period, Plaintiff and the other members of the Class were paid
17 less for time worked than they were entitled to, constituting a failure to pay all earned wages. By
18 virtue of Defendants' unlawful failure to accurately pay all earned compensation to Plaintiff and
19 the other members of the Class for the true time they worked, Plaintiff and the other members of
20 the Class have suffered and will continue to suffer an economic injury in amounts which are
21 presently unknown to them and which will be ascertained according to proof at trial.

22 77. Therefore, Employees were not properly compensated, nor were they paid overtime
23 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
24 Based on information and belief, Defendants did not make available to Employees a reasonable
25 protocol for correcting time records when Employees worked overtime hours or those that
26 Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also
27 violated these provisions by requiring Plaintiff and other similarly situated Class members to work
28 through meal periods when they were required to be clocked out or to otherwise work off the

1 clock to complete their daily job duties.

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

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

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

26 81. Employees have been damaged by these violations of California Labor Code §§
27 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
28 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less

1 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
2 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
3 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
4 any order or ruling of the commission.”

5 82. Consequently, pursuant to the California Labor Code, including Labor Code §§
6 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
7 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
8 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
9 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
10 against Defendants, and each of them, and any additional sums as provided by the Labor Code
11 and/or other statutes.

12 **THIRD CAUSE OF ACTION**

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

14 **(Against All Defendants)**

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

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

23 85. Defendants failed to provide Employees with meal periods as required under the
24 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
25 to work or to otherwise remain under Defendants’ control during meal periods, or Defendants
26 provided them after Employees worked beyond the fifth hour of their shifts or Employees
27 otherwise had them shortened and interrupted by work demands and requirements to perform off
28 the clock work and remain under Defendants’ control. Furthermore, upon information and belief,

1 on the occasions when Employees worked more than ten hours in a given shift, they did so
2 without receiving a second uninterrupted thirty-minute meal period as required by law.

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

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

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

24 **FOURTH CAUSE OF ACTION**

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

26 **(Against All Defendants)**

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

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

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

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

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

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

1 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
2 Wage Order.

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

8 **FIFTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 226(a)**
10 **(Against All Defendants)**

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

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

20 98. Defendants failed to provide Plaintiff and the similarly situated Employee Class
21 members with accurate itemized wage statements in writing, as required by the Labor Code and
22 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements given to
23 Employees by Defendants failed to accurately account for wages, overtime, hours worked,
24 bonuses earned, and hourly rates, and did not provide premium pay for deficient meal periods and
25 rest breaks, all of which Defendants knew or reasonably should have known were owed to
26 Employees. Moreover, the wage statements Defendants provided to the Employees in the Class
27 failed to list or to accurately list the wage rates or the hours worked at those rates during the pay
28 period which led to the calculated pay listed by Defendants without any further detail.

1 99. Throughout the liability period, Defendants intentionally failed to furnish to
2 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
3 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
4 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
5 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
6 the employee and only the last four digits of his or her social security number or an employee
7 identification number other than a social security number, (8) the name and address of the legal
8 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
9 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
10 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
11 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
12 members with such timely and accurate wage and hour statements.

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

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

102. 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.

103. 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.

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

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

105. 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,

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

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

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

26 108. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
27 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
28 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,

1 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
2 applicable IWC Wage Orders.

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

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

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

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

12 112. The wages withheld from these Employees by Defendants remained due and owing
13 for more than thirty days from the date of separation from employment.

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

21 114. 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 § 203 and paragraph
27 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
28 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and

1 Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer
2 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
3 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
4 “violates...any provision of this chapter or any order or ruling of the commission.”

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

9 **EIGHTH CAUSE OF ACTION**

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

11 **(Against All Defendants)**

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

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

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

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

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

27 121. Defendants’ failure to pay wages, as alleged above, was willful in that Defendants
28 knew wages to be due but failed to pay them.

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

3 **NINTH CAUSE OF ACTION**

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

5 **(Against All Defendants)**

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

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

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

23 126. Plaintiff sent written requests through his counsel to Defendants for their payroll
24 records, timecards, and personnel records. However, Plaintiff has not received all of his requested
25 records as of the date of this Complaint.

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

28 128. On information and belief, Defendants' failure to provide Plaintiff with all of his

1 requested employment records is not an isolated incident, but was instead consistent with
2 Defendants' policy and practice that applied to Plaintiff and Employees.

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

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

8 **TENTH CAUSE OF ACTION**

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

10 **(Against All Defendants)**

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

13 132. Plaintiff is informed and believes and based thereon alleges that throughout the
14 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
15 related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred
16 in responding to calls from management, the use of his personal computer to conduct al business
17 for the Defendants, and the purchase of internet service. Plaintiff and the Class members must be
18 reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants
19 systematically failed to do so.

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

24 134. Defendants' knowing and willful failure to reimburse lawful necessary work related
25 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
26 things, Defendants did not inform employees of their right to be reimbursed for those work related
27 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
28 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and

1 necessary expenses was an expected and essential function of their employment with Defendants
2 and that failure to incur those expenses would have adverse consequences on their employment.

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

9 **ELEVENTH CAUSE OF ACTION**

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

11 **(Against All Defendants)**

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

18 137. Plaintiff is a "person" within the meaning of Business & Professions Code
19 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
20 injunctive relief, restitution, and other appropriate equitable relief.

21 138. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
22 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
23 fraudulent in that Defendants' policy and practice failed to provide the required amount of
24 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
25 Class members for all hours worked, due to systematic business practices as alleged herein that
26 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
27 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
28 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California

1 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

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

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

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

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

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

28 ///

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

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

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all

1 wages due twice monthly under Labor Code § 204, as may be proven;

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

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

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

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

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

10 14. For restitution for unfair competition pursuant to Business & Professions Code
11 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

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

15 16. For other wages and penalties under the Labor Code as may be proven;

16 17. For all general, special, and incidental damages as may be proven;

17 18. For an award of pre-judgment and post-judgment interest;

18 19. For an award providing for the payment of the costs of this suit;

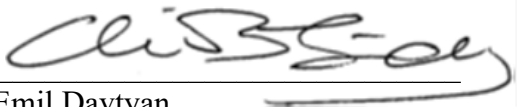
19 20. For an award of attorneys' fees; and

20 21. For such other and further relief as this Court may deem proper and just.

21 DATED: March 4, 2024

D.LAW, INC.

22
23 By


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

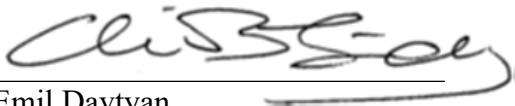
DEMAND FOR JURY TRIAL

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

DATED: March 4, 2024

D.LAW, INC.

By



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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: KYLE E. PETTY vs RADIOLOGY PARTNERS MANAGEMENT, LLC NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 24STCV05436

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

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 9320564_2024_03_04_17_14_14_153_0
 Submission Number: 24LA00377542
 Court Received Date: 03/04/2024
 Court Received Time: 5:25 pm
 Case Number: 24STCV05436
 Case Title: KYLE E. PETTY vs RADIOLOGY PARTNERS MANAGEMENT, LLC
 Location: Spring Street Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$35,000
 Notice Generated Date: 03/05/2024
 Notice Generated Time: 9:18 am

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Complaint	Accepted
Civil Case Cover Sheet	Accepted
Summons	Accepted
Notice (name extension)	Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect

Contact: Legal Connect

Phone: (800) 909-6859