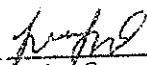


FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUN 28 2024

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ANGELA AVALOS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

SAC HEALTH SYSTEM, a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2410641
[Assigned to Hon. Corey G. Lee, Dept. S37, for
all purposes]

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide Meal Periods;
- (4) Failure to Provide Rest Breaks;
- (5) Failure to Reimburse Bus. Expenses;
- (6) Failure to Pay Vested Vacation;
- (7) Failure to Timely Pay Final Wages;
- (8) Failure to Provide Accurate Itemized Wage Statements;
- (9) Unfair and Unlawful Competition;

PAGA CLAIMS

- (10) Failure to Pay Minimum Wages;
- (11) Failure to Pay Overtime Wages;
- (12) Failure to Provide Meal Periods;
- (13) Failure to Provide Rest Breaks;
- (14) Failure to Reimburse Bus. Expenses;
- (15) Failure to Pay Vested Vacation;
- (16) Failure to Timely Pay Wages;
- (17) Failure to Timely Pay Final Wages; and
- (18) Failure to Provide Accurate Itemized Wage Statements

1 Plaintiff Angela Avalos (“Plaintiff”) on behalf of herself, on a representative basis, and
2 on behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against her employer(s), SAC Health System and
5 DOES 1 through 20, inclusive, (collectively, “Defendants”) on behalf of all current and former
6 nonexempt employees employed by Defendants in California (the “Class” or “Represented
7 Employees”) for Labor Code violations stemming from Defendants’ failure to pay all wages
8 owed, including minimum, regular, and overtime wages, failure to provide meal periods, failure
9 to provide rest breaks, failure to reimburse business expenses, failure to pay all vested vacation
10 owed upon separation of employment, failure to timely pay wages each period and upon
11 separation of employment, and failure to provide accurate itemized wage statements.

12 2. Plaintiff was employed by Defendants and alleges on information and belief that
13 the Represented Employees were subjected to the same policies, working conditions, and
14 corresponding wage and hour violations to which Plaintiff was subjected during employment.

15 3. Plaintiff and the Represented Employees were not provided all minimum, regular,
16 and overtime wages due to Defendants’ failure to accurately record and compensate for all hours
17 worked, which led to frequent and reoccurring unpaid compensable time. As one such example,
18 the Represented Employees were required to perform off-the-clock work due to a computer-
19 based timekeeping system that was not accessible until employees completed various boot-up
20 tasks (at the beginning of shifts) and through which employees had to clock out and then perform
21 various shut down tasks (at the end of shifts). The Ninth Circuit confirmed that this is illegal and
22 such tasks must be compensated. *Cadena v. Customer Connexx LLC* (9th Cir. 2022) 51 F.4th 831
23 (booting up and shutting down computers is compensable under the FLSA [and therefore the
24 Labor Code]); *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law “do[es]
25 not allow employers to require employees to routinely work for minutes off the clock without
26 compensation”); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when
27 employee is under company’s control and where the tasks served the employer’s interests).

1 4. Additionally, Plaintiff and the Class often worked more than 8 hours per day
2 and/or 40 hours per week yet did not receive all required overtime compensation on such
3 occasions. Also, at all relevant times, Plaintiff and the Class were compensated on an hourly
4 basis plus additional earned compensation (such as bonuses). However, on the occasions when
5 the Class worked overtime hours and received earned additional compensation during the same
6 workweek, Defendants failed to properly include these amounts in the calculations for the
7 regular rate of pay – in violation of California law.

8 5. Plaintiff and the Represented Employees were also denied 30-minute off-duty
9 meal periods, as mandated by California law. As a result of Defendants' policies and practices,
10 the Represented Employees were subjected to meal period violations when they were: (1) unable
11 to take a meal period due to workload, (2) forced to take an on-duty meal period while under the
12 control of Defendants, (3) forced to take a shortened meal period, (4) forced to take a meal
13 period after the 5th hour of work, and (5) not provided mandated second meal periods for shifts
14 in excess of 10 hours.

15 6. Defendants also failed to provide Plaintiff and the Represented Employees with
16 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as
17 mandated by California law. Defendants did not schedule rest breaks for Plaintiff and the
18 Represented Employees and the Represented Employees were often not authorized and/or
19 permitted to take mandated rest breaks due to being overwhelmed by their hectic workload.
20 Furthermore, on occasions when Plaintiff and the Represented Employees worked longer shifts,
21 Defendants failed to authorize and/or permit additional mandated rest breaks.

22 7. Moreover, at all relevant times, Defendants required Plaintiff and the Represented
23 Employees to incur necessary business-related expenses and costs without reimbursement,
24 including, but not limited to, cellular phone expenses.

25 8. Also, at all relevant times, Defendants utilized a policy and practice through
26 which Plaintiff and the Represented Employees accrued vacation and/or paid time off hours
27 (collectively, "vacation hours"). California law, specifically Labor Code § 227.3, requires
28 Defendants to pay all accrued and unused vacation hours upon separation of employment at the

1 final rate of pay. However, Defendants failed to pay all accrued and unused vacation hours to
2 the Represented Employees upon separation of employment. And, for vacation hours that
3 Defendants *did* pay, Defendants failed to calculate and pay for said hours at the “final rate” of
4 pay as required by Labor Code § 227.3.

5 9. Plaintiff further alleges that she and the Represented Employees were not paid all
6 wages due and owing each pay period (Labor Code § 204) and upon separation of employment
7 within the time required by Labor Code §§ 201 – 203. Plaintiff further alleges that Defendants
8 engaged in the practice of failing to pay all wages due and owing to Plaintiff and the Represented
9 Employees at the time their employment ended with Defendants, including, but not limited to
10 minimum, regular, and overtime wages, wage premiums, vacation and sick wages, among others.

11 10. Plaintiff further alleges that Defendants failed to provide accurate itemized wage
12 statements that fully complied with the requirements of Labor Code § 226(a).

13 11. Plaintiff alleges that Defendants’ violations of the wage and hour components of
14 the Labor Code and IWC Wage Orders enabled them to decrease expenses and to increase their
15 level of productivity and profits, thereby allowing Defendants to gain an unfair advantage over
16 its competitors.

17 12. At all material times, Defendants and DOES 1 through 20 were and/or are the
18 Represented Employees’ employers or persons acting on behalf of the Represented Employees’
19 employer, within the meaning of California Labor Code § 558, who violated or caused to be
20 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
21 hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each
22 underpaid employee as set forth in Labor Code § 558 and under California law.

23 13. Plaintiff brings this lawsuit seeking declaratory, injunctive, equitable, and
24 monetary relief against Defendants and each of them, on behalf of herself and the Represented
25 Employees to recover, among other things, unpaid wages and benefits, interest, attorneys’ fees,
26 penalties, costs and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 208,
27 210, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
28 1197.1, 1198, 1199, and 2802, among possibly other sections inadvertently omitted. Plaintiff

1 also reserves the right to name additional representatives throughout the State of California.

2 **II. JURISDICTION**

3 14. This Court has jurisdiction over the claims for relief of Plaintiff and the
4 Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

5 **III. VENUE**

6 15. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
7 Procedure § 395(a). Defendants transact business in Riverside County, the unlawful acts alleged
8 herein have a direct effect on Plaintiff and the Represented Employees in Riverside County, and
9 Defendants employs/employed Represented Employees in Riverside County.

10 **IV. PARTIES**

11 **Plaintiff**

12 16. Plaintiff and Class Representative Angela Avalos was employed by Defendants
13 and performed work for Defendants in San Bernardino County.

14 **Defendants**

15 17. Plaintiff alleges that Defendant SAC Health System is a California corporation
16 authorized to and doing business in San Bernardino County and is or was the legal employer of
17 Plaintiff and the Represented Employees during the applicable periods.

18 18. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
19 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
20 inclusive, but on information and belief alleges that those Defendants are legally responsible for
21 the payment of penalties and damages to Plaintiff and all Represented Employees by virtue of
22 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
23 names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE
24 Defendants when ascertained.

25 19. Plaintiff is informed and believes and thereon alleges that she and the Represented
26 Employees worked under the joint direction and control of Defendants and that Defendants, and
27 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,
28 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of

1 each Defendant are legally attributable to the other Defendants. On information and belief, a
2 unity of interest and ownership between each Defendant exists such that all Defendants acted as
3 a single employer of Plaintiff and other Represented Employees.

4 20. Furthermore, Plaintiff is informed and believes and thereon alleges that
5 Defendants, and each of them, are an integrated enterprise and should be treated as a single
6 employer because these entities share an interrelation of operations, with common human
7 resources and personnel policies and shared common offices and facilities. Additionally,
8 Defendants also have a shared website, common management, a centralized control of labor
9 operations, and common ownership or financial control.

10 21. Plaintiff is informed and believes and thereon alleges that, in conducting
11 themselves in the manner described herein, Defendants, and each of them, were acting in active
12 concert with one another such that the acts of each were and are fully attributable to the others in
13 all material respects. Plaintiff is further informed and believes that at all relevant times
14 Defendants and each of them are now, and at all material times herein mentioned were, the
15 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
16 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
17 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
18 their remaining co-Defendants.

19 22. Plaintiff is further informed and believes that at all relevant times, Defendants
20 have been inadequately capitalized to conduct business, have failed to follow appropriate
21 corporate formalities, and have simply been a shell and instrumentality through which
22 Defendants DOES 11 through 20, inclusive, have conducted their personal affairs. Accordingly,
23 the corporate veil should be pierced, and any liability attached to Defendants should be imposed
24 jointly and severally against Defendants DOES 11 through 20. Adherence to the fiction of the
25 separate existence of these corporate entities would permit abuse of the corporate privilege,
26 thereby sanctioning fraud and promoting injustice.

27 ///

28 ///

1 **V. CLASS ACTION ALLEGATIONS**

2 23. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
3 as if fully alleged herein.

4 24. Plaintiff brings this action on behalf of herself and all others similarly situated as
5 a class action, pursuant to Code of Civil Procedure § 382.

6 25. The relevant time period for this class action is defined as the period beginning
7 four years prior to the filing of this action until class certification (the “Relevant Time Period”).

8 26. The Class, also referred to as the “Represented Employees,” that Plaintiff seeks to
9 represent is defined as follows:

10 All current and former nonexempt employees employed by
11 Defendants in California during the Relevant Time Period.

12 27. Plaintiff also seeks to represent the following subclasses:

13 **Meal Break Subclass**

14 All Represented Employees who worked a shift in excess of
15 5 hours during the Relevant Time Period.

16 **Rest Break Subclass**

17 All Represented Employees who worked a shift of at least
18 3.5 hours during the Relevant Time Period.

19 **Vested Vacation Subclass**

20 All Represented Employees who had accrued but unused
21 vacation upon separation of employment during the period
22 four years before the filing of this action and ending when
23 final judgment is entered.

24 **Unreimbursed Expense Subclass**

25 All Represented Employees who were required to incur
26 expenses to discharge their duties for Defendants without
27 reimbursement during the Relevant Time Period.
28

1 **Waiting Time Penalties Subclass**

2 All Represented Employees who separated from their
3 employment with Defendants during the period three years
4 before the filing of this action and ending when final
5 judgment is entered.

6 **Wage Statement Penalties Subclass**

7 All Represented Employees during the period one year
8 before the filing of this action and ending when final
9 judgment is entered.

10 28. Plaintiff reserves the right to amend or modify the class description with greater
11 specificity or further division into subclasses or limitation to particular issues as appropriate.

12 29. Plaintiff, as Class Representative, is a member of the class and subclasses that she
13 seeks to represent.

14 30. This action has been brought and may properly be maintained as a class action
15 under Code of Civil Procedure § 382 because there is a well-defined community of interest in the
16 litigation and the proposed class is easily ascertainable from Defendants' records.

17 31. **Numerosity:** The potential members of the Class as defined are so numerous that
18 a joinder of all Represented Employees is impracticable. Although the exact number is currently
19 unknown to Plaintiff, this information is easily ascertainable from Defendants' records.

20 32. **Commonality:** There are questions of law and fact common to the class which
21 predominate over any questions affecting only individual members of the class, including
22 without limitation:

23 i. Whether Defendants violated the California Labor Code and applicable
24 IWC Wage Order by failing to pay wages to Plaintiff and the Represented Employees for all
25 hours worked;

26 ii. Whether Defendants violated the California Labor Code and applicable
27 IWC Wage Order by failing to pay proper overtime wages to Plaintiff and the Represented
28 Employees for hours above 8 and/or 12 per day and/or 40 per week;

1 iii. Whether Defendants violated the California Labor Code and applicable
2 IWC Wage Order by failing to provide compliant meal periods to Plaintiff and the Meal Break
3 Subclass and whether Defendants failed to compensate Plaintiff and the Meal Break Subclass
4 with one additional hour of wages at the regular rate of pay for each instance when a compliant
5 meal period was not provided;

6 iv. Whether Defendants violated the California Labor Code and applicable
7 IWC Wage Order by failing to provide compliant rest breaks to Plaintiff and the Rest Break
8 Subclass and whether Defendants failed to compensate Plaintiff and the Rest Break Subclass
9 with one additional hour of wages at the regular rate of pay for each instance when a paid rest
10 break was not provided;

11 v. Whether Defendants violated the Labor Code by failing to compensate
12 Plaintiff and the Vested Vacation Subclass for all accrued but unused vacation hours upon
13 separation of employment;

14 vi. Whether Defendants violated the California Labor Code and applicable
15 IWC Wage Order by failing to reimburse Plaintiff and the Unreimbursed Expense Subclass for
16 business expenses incurred while discharging their duties or in obedience to the directions of
17 their employer;

18 vii. Whether Defendants violated the California Labor Code by failing to
19 timely pay all wages due upon separation of employment between Defendants and Plaintiff and
20 the Waiting Time Penalties Subclass, whether such separation was voluntary or involuntary;

21 viii. Whether Defendants violated the California Labor Code by failing to
22 provide Plaintiff and the Wage Statement Penalties Subclass with complete, accurate, itemized
23 wage statements;

24 ix. Whether Defendants violated California Business & Professions Code §§
25 17200 *et seq.* due to the: failure to pay all wages owed, failure to provide mandated paid rest
26 breaks, failure to provide mandated meal periods, failure to pay vested vacation, failure to
27 reimburse business expenses, and failure to timely pay final wages; and
28

1 x. Whether Plaintiff and Represented Employees are entitled to equitable
2 relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

3 33. **Typicality:** Plaintiff's claims, as the Class Representative, are typical of the
4 claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants'
5 ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all
6 wages owed, failure to provide mandated meal periods and rest breaks, failure to pay vested
7 vacation, failure to reimburse business expenses, failure to timely pay wages upon separation of
8 employment, and failure to provide accurate itemized wage statements.

9 34. **Adequacy of Representation.** Plaintiff, as Class Representative, will fairly and
10 adequately represent and protect the interests of the Class. Plaintiff's interests are not in conflict
11 with those of the Class. Class Representative's counsel are competent and experienced in
12 litigating employment class actions and other complex litigation matters similar to this case.

13 35. **Superiority of Class Action.** Class certification is appropriate because a class
14 action is superior to other available means for the fair and efficient adjudication of this
15 controversy. Individual joinder of all Represented Employees is not practicable, and questions of
16 law and fact common to the Class predominate over any questions affecting only individual
17 members of the Class. Each Represented Employee has been damaged and is entitled to
18 recovery by reason of Defendants' illegal policies and practices set forth above. Class action
19 treatment will allow those similarly situated persons to litigate their claims in the manner that is
20 most efficient and economical for the parties and the judicial system.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

24 *Plaintiff and the Represented Employees Against All Defendants*

25 36. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
26 as if fully alleged herein.
27
28

1 37. Plaintiff and the Represented Employees were not exempt from the requirement
2 to be paid at least the applicable California minimum wage throughout the statutory period for
3 each hour worked.

4 38. As noted herein, Plaintiff and the Represented Employees were not provided
5 proper minimum and regular wages due to Defendants' failure to accurately record and
6 compensate for all hours worked. As a result of this policy and practice, Plaintiff and the
7 Represented Employees were required to perform off-the-clock work that Defendants either
8 knew or should have known they were performing.

9 39. Consequently, Defendants violated California Labor Code laws and minimum
10 wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order § 4, and Cal.
11 Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

12 40. Plaintiff is informed and believes and thereon alleges that Defendants
13 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Represented
14 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

15 41. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
16 Represented Employees were entitled to be paid wages throughout the statutory period for each
17 hour worked, including proper minimum and regular wages, yet Defendants chose not to pay
18 them in accordance thereto.

19 42. At all material times, Defendants DOES 1 through 20 were and/or are the
20 employer of Plaintiff and the Represented Employees or were persons acting on behalf of said
21 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
22 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
23 Labor Code regulating hours and days of work respectively.

24 43. During employment of Plaintiff and the Represented Employees, Defendants
25 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

26 44. As a result of the Defendants' wrongful conduct, Plaintiff and the Represented
27 Employees have been damaged in amounts to be proven at trial.
28

45. Plaintiff, on behalf of herself and the Represented Employees, seeks recovery of all unpaid minimum wages, liquidated damages, penalties, interest, and attorneys' fees and costs, under Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven at trial.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

Plaintiff and the Represented Employees Against All Defendants

46. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

47. Plaintiff and the Represented Employees were employees of Defendants who did not receive proper protections and benefits of the laws governing payment of overtime wages.

48. Labor Code § 204 requires that the employer timely pay all overtime wages to its employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12) in one workday shall be compensated at twice the regular rate of pay for an employee.

49. At all relevant times, Plaintiff and the Represented Employees were required by Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a result of the policies and practices described in this Complaint, Defendants failed to pay Plaintiff and the Represented Employees proper overtime wages for all overtime hours worked.

50. Defendants violate Labor Code §§ 204 and 510 and the applicable IWC Wage Order § 3(A) every pay period with respect to Plaintiff and the Represented Employees because Defendants required its employees to work hours in excess of 8 and/or 12 per day and/or 40 per week without proper overtime compensation.

51. Plaintiff is informed and believes and thereon alleges that Defendants intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the Represented Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.

52. Defendants' conduct was willful, as Defendants knew that Plaintiff and the Represented Employees were entitled to be paid proper overtime wages throughout the statutory period, yet Defendants chose not to pay them in accordance thereto.

53. At all material times, Defendants DOES 1 through 20 were and/or are the employer of Plaintiff and the Represented Employees or were persons acting on behalf of said employer(s), within the meaning of California Labor Code § 558, who violated or caused to be violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California Labor Code regulating hours and days of work respectively.

54. During the employment of Plaintiff and the Represented Employees, Defendants failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

55. As a result of Defendants' wrongful conduct, Plaintiff and the Represented Employees have been damaged in amounts to be proven at trial.

56. Plaintiff, on behalf of herself and the Represented Employees, seeks recovery of all unpaid overtime wages, penalties, interest, attorneys' fees, and costs of suit against Defendants in an amount to be proven at trial.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7 and 512; IWC Wage Order § 11, 12)

Plaintiff and the Meal Break Subclass Against All Defendants

57. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint as if fully alleged herein.

58. Plaintiff and the Meal Break Subclass are and/or were employees of Defendants who did not receive proper protections and benefits of laws governing mandatory meal periods.

59. Labor Code § 226.7 requires employers, including Defendants, to provide employees with meal periods as mandated by the Industrial Welfare Commission.

60. Labor Code § 512(a), in part, provides that employers, including Defendants, may not employ an employee for a work period of more than five hours per day without providing an employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,

1 except that if the total work period per day of the employee is no more than six hours, the meal
2 period may be waived by mutual consent of both the employer and the employee. Employers
3 may not employ an employee for a work period more than 10 hours per day without providing
4 the employee with a second meal period of not less than 30 minutes.

5 61. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
6 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
7 pay for each meal period that is missed.

8 62. At all relevant times, and as a result of the policies and practices described in this
9 Complaint, Plaintiff and the Meal Break Subclass were denied the 30-minute meal periods to
10 which they were entitled.

11 63. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
12 Order every pay period because Plaintiff and the Meal Break Subclass were not provided with all
13 mandatory meal periods and Defendants failed to pay Plaintiff and the Meal Break Subclass one
14 additional hour of compensation at the regular rate of pay in lieu thereof.

15 64. On information and belief, Plaintiff and the Meal Break Subclass did not
16 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
17 obtained from Plaintiff and the Meal Break Subclass were not willfully obtained, were not
18 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
19 unlawful adhesion. Defendants did not permit or authorize Plaintiff and the Meal Break Subclass
20 to take meal periods in accordance with California law.

21 65. At all relevant times herein, Defendants failed to provide Plaintiff and the Meal
22 Break Subclass all mandated meal breaks and failed to pay wage premiums in lieu of mandated
23 meal breaks, thereby receiving an economic benefit.

24 66. By their failure to provide Plaintiff and the Meal Break Subclass with meal
25 periods as required by California law and failing to pay one hour of additional wages in lieu of
26 each meal period not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and
27 IWC Wage Order § 11. Accordingly, Defendants are liable for one hour of additional wages at
28 the employee's regular rate of compensation for each work day that a meal period was not

1 lawfully provided in an amount to be proven at time of trial.

2 67. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
3 and IWC Wage Order § 11, Defendants, and each of them, are liable to Plaintiff and the Meal
4 Break Subclass for unpaid wage premiums, penalties, costs, and interest.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE REST BREAKS**

7 (Labor Code §§ 226.7 and 512; IWC Wage Order § 12)

8 *Plaintiff and the Rest Break Subclass Against All Defendants*

9 68. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
10 as if fully alleged herein.

11 69. Plaintiff and the Rest Break Subclass are and/or were employees of Defendants
12 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

13 70. Labor Code § 226.7 requires employers, including Defendants, to provide rest
14 breaks to its employees as mandated by Order of the Industrial Welfare Commission.

15 71. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
16 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
17 each work period. Employees shall receive a 10-minute rest period every four hours or major
18 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
19 hours worked, for which there shall be no deduction from wages.

20 72. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
21 Order, Defendants shall pay Plaintiff and the Rest Break Subclass one additional hour of pay at
22 their regular rate of compensation for each day that the rest period is not provided.

23 73. At all relevant times, and as a result of the policies and practices described in this
24 Complaint, Plaintiff and the Rest Break Subclass were denied mandated paid rest breaks.

25 74. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
26 Order every pay period because Plaintiff and the Represented Employees were not provided with
27 all mandatory rest periods and Defendants failed to pay Plaintiff and the Rest Break Subclass one
28 additional hour of compensation in lieu thereof.

1 75. At all relevant times herein, Defendants failed to provide Plaintiff and the Rest
2 Break Subclass all mandated rest breaks and failed to pay wage premiums in lieu of mandated
3 rest periods, thereby receiving an economic benefit.

4 76. By their failure to provide Plaintiff and the Rest Break Subclass with rest breaks
5 as required by California law, and failing to pay one hour of additional wages in lieu of each rest
6 break not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and IWC Wage
7 Order § 12. Accordingly, Defendants are liable for one hour of additional wages at the
8 employee's regular rate of compensation for each workday that a paid rest break was not
9 lawfully provided in an amount to be proven at time of trial.

10 77. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
11 and IWC Wage Order § 12, Defendants, and each of them, are liable to Plaintiff and the Rest
12 Break Subclass for unpaid wage premiums, penalties, costs, and interest.

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

15 (Labor Code § 2802)

16 *Plaintiff and the Unreimbursed Expense Subclass Against All Defendants*

17 78. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
18 as if fully alleged herein.

19 79. Plaintiff and the Unreimbursed Expense Subclass are and/or were employees of
20 Defendants who did not receive proper protections and benefits of the laws governing
21 reimbursement of business expenses.

22 80. Labor Code § 2802(a) requires that the employer indemnify its employees for
23 expenses and losses incurred while discharging their duties or in obedience to the directions of
24 their employer.

25 81. At all relevant times herein mentioned, Defendants violated Labor Code § 2802(a)
26 when they failed to reimburse Plaintiff and the Unreimbursed Expense Subclass for expenses
27 incurred as a direct consequence of employment with Defendants and/or under the direction of
28 Defendants.

1 82. As a direct result of Defendants' violation of Labor Code § 2802 and IWC Wage
2 Order § 9(B), Plaintiff and the Unreimbursed Expense Subclass have suffered, and continue to
3 suffer, substantial losses related to such incurred expenses, expenses, and attorney's fees in
4 seeking to compel Defendants to fully perform their obligations under the law, all in an amount
5 to be proved at time of trial.

6 83. Pursuant to Labor Code § 2802, Plaintiff and the Represented Employees seek to
7 recover the unreimbursed expenses, interest on the unreimbursed expenses, and the costs and
8 attorney's fees necessarily incurred in pursuing same. The exact amount of reimbursements,
9 interest, costs, and attorney's fees will be in an amount to be proved at the time of trial.

10 **SIXTH CAUSE OF ACTION**
11 **FAILURE TO PAY VESTED VACATION**
12 (Labor Code § 227.3)

13 *Plaintiff and the Vested Vacation Subclass Against All Defendants*

14 84. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
15 as if fully alleged herein.

16 85. Plaintiff and the Vested Vacation Subclass were employees of Defendants who
17 did not receive proper protections and benefits of the laws governing the payment of vested
18 vacation time and/or paid time off upon separation of employment.

19 86. Pursuant to Labor Code § 227.3, an employer that has implemented a paid
20 vacation, paid time off, or compensated time off policy must, upon an employee's separation
21 from employment, pay to the employee all vested but unused vacation and/or paid time off at her
22 final rate of pay.

23 87. At all relevant times, and as a result of the policies and practices described in this
24 Complaint, Defendants violated Labor Code § 227.3 when they failed to pay the Vested Vacation
25 Subclass for all accrued and unused vacation hours to the Vested Vacation Subclass upon
26 separation of employment and, moreover, failed to calculate and pay for said hours at the "final
27 rate" of pay as required by Labor Code § 227.3.

1 88. As a result, Plaintiff and the Vested Vacation Subclass did not receive
2 compensation for all accrued but unused vacation hours as required by Labor Code § 227.3.

3 89. At all relevant times herein, Defendants failed to pay the Vested Vacation
4 Subclass, including Plaintiff, all vested but unused vacation time and/or paid time off upon
5 separation from employment, thereby receiving an economic benefit.

6 90. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
7 them, knowingly refused to perform their obligations to compensate the Vested Vacation
8 Subclass for all vested but unused vacation time and/or paid time off upon separation from
9 employment.

10 91. As a result of Defendants' violations of Labor Code § 227.3, Plaintiff and the
11 Vested Vacation Subclass seek to recover the unpaid vacation hours, as well as penalties,
12 interest, attorneys' fees, and costs as permitted under California law.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO TIMELY PAY FINAL WAGES**

15 (Labor Code §§ 201 – 203)

16 *Plaintiff and the Waiting Time Penalties Subclass Against All Defendants*

17 92. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
18 as if fully alleged herein.

19 93. Plaintiff and the Waiting Time Penalties Subclass are and/or were employees of
20 Defendants who did not receive proper protections and benefits of the laws governing the timing
21 and payment of wages.

22 94. Labor Code § 201 requires that the employer immediately pay any wages, without
23 abatement or reduction, to any employee who is discharged.

24 95. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
25 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
26 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.
27
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1 96. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
2 penalty from the due date thereof at the same rate until paid or until an action therefore is
3 commenced, but the wages shall not continue for more than thirty (30) days.

4 97. At all relevant times, Defendants employed a policy and practice whereby
5 Plaintiff and the Waiting Time Penalties Subclass were not paid all wages due and owing upon
6 separation of employment within the time required by Labor Code §§ 201 and 202.

7 98. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
8 wages due and owing to Plaintiff and the Waiting Time Penalties Subclass upon separation of
9 employment, including, but not limited to, minimum, regular, and overtime wages, meal and rest
10 period premiums, and vested vacation wages.

11 99. Additionally, at all relevant times, Defendants failed to pay all mandated sick
12 wages owed to the Waiting Time Penalties Subclass at the proper rate of pay under Labor Code §
13 246(l), leading to a failure to pay all wages owed upon separation of employment.

14 100. Plaintiff alleges that, at all times material to this action, Defendants had a planned
15 pattern and practice of failing to timely pay Plaintiff and the Waiting Time Penalties Subclass all
16 wages due and owing upon separation of employment as required by Labor Code §§ 201 and
17 202. Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Waiting
18 Time Penalties Subclass the above-described waiting time penalty, all in an amount to be shown
19 according to proof at trial and within the jurisdiction of this Court.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

22 (Labor Code § 226)

23 *Plaintiff and the Wage Statement Penalties Subclass Against All Defendants*

24 101. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
25 as if fully alleged herein.

26 102. Plaintiff and the Wage Statement Penalties Subclass are and/or were employees of
27 Defendants who did not receive proper protections and benefits of the laws governing the
28 provision of accurate itemized wage statements.

1 103. Labor Code § 226(a) requires an employer to provide its employees with itemized
2 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
3 inclusive dates of the pay period, the employee's name and the last four digits of his or her
4 Social Security number (or employee identification number), the name and address of the legal
5 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by the employee.

7 104. Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff
8 and the Wage Statement Penalties Subclass due to violations including: failure to accurately state
9 total hours worked (for example, the wage statements failed to accurately state total hours
10 worked and/or reflect the correct compensable hours); failure to accurately state gross wages
11 earned, all deductions, and net wages earned (due to, for example, the failure to pay all required
12 minimum and overtime wages); failure to state the applicable hourly rates (including the accurate
13 overtime rate of pay); failure to state the inclusive dates of the pay period; failure to accurately
14 state the name and address of the legal entity of the employer; and failure to accurately state the
15 corresponding number of hours worked at each hourly rate. The California Supreme Court
16 recently confirmed that these "derivative" violations violate Labor Code § 226. *See Naranjo v.*
17 *Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, 119 (approving of "derivative" wage
18 statement claims based on failure to pay all wages owed and holding that: (1) § 226 requires
19 employers to accurately report "all amounts earned and now owing, not just those amounts
20 actually paid," and (2) a "[wage] statement that conceals the amounts earned [including premium
21 pay for missed breaks], on the ground that they also were not paid, is not an accurate [wage]
22 statement, and it does not comply with [§ 226]").

23 105. Moreover, Defendants' wage statements directly violated Labor Code § 226(a)
24 each period due to the failure to pay and report premium wages for denied meal periods and rest
25 breaks under § 226.7.

26 106. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
27 to Plaintiff and the Wage Statement Penalties Subclass because Defendants failed to provide a
28 wage statement to Plaintiff and the Wage Statement Penalties Subclass that complied with the

1 requirements of Labor Code § 226(a).

2 107. Defendants' failure to provide the required writing deprived Plaintiff and the
3 Wage Statement Penalties Subclass of the ability to know, understand, and question the rate of
4 pay and hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and the Wage
5 Statement Penalties Subclass had no way to dispute the resulting miscalculation of wages, all of
6 which resulted in an unjustified economic enrichment to said Defendants. As a direct result,
7 Plaintiff and the Wage Statement Penalties Subclass have suffered and continue to suffer,
8 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
9 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation
10 under state law, all to their respective damages in amounts according to proof at trial.

11 108. As a result of Defendants' knowing and intentional failure to comply with Labor
12 Code § 226(a), Plaintiff and the Wage Statement Penalties Subclass have suffered an injury in
13 that each was prevented from knowing, understanding and disputing the wage payments paid to
14 them. Furthermore, Plaintiff and the Wage Statement Penalties Subclass have each suffered an
15 injury in that the failure to show all wages earned on the itemized wage statements resulted in
16 Plaintiff and the Represented Employees being denied all necessary deductions, payments, and
17 withholdings owed by the employer, including, but not limited to, the failure to make all
18 necessary contributions for unemployment benefits, social security benefits, proper payment of
19 taxes and withholdings, and other mandated state and federal benefits.

20 109. Plaintiff has also been injured as a result of having to bring this action to attempt
21 to obtain correct wage information following Defendants' refusal to comply with many of the
22 mandates of California's Labor Code and related laws and regulations.

23 110. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages
24 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
25 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
26 attorney's fees and costs, to Plaintiff and the Wage Statement Penalties Subclass who were
27 injured by Defendants' failure to comply with Labor Code § 226(a). The exact amount of the
28 applicable penalty is all in an amount to be shown according to proof at trial.

1 **NINTH CAUSE OF ACTION**

2 **UNFAIR AND UNLAWFUL COMPETITION**

3 (Business and Professions Code § 17200, *et seq.*)

4 *Plaintiff and the Represented Employees Against All Defendants*

5 111. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 112. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
8 competition, which includes any “unlawful, unfair or fraudulent business act or practice.” The
9 Represented Employees, including Plaintiff, have suffered and continue to suffer injuries in fact,
10 due to the unfair and unlawful business practices of Defendants as alleged herein.

11 113. Defendants, and each of them, are “persons” as defined under Business &
12 Professions Code § 17021.

13 114. As alleged herein, Defendants engaged in conduct that violated California’s wage
14 and hour laws, including failure to pay minimum, regular, and overtime wages, failure to provide
15 mandated meal periods and rest breaks, failure to pay vested vacation, failure to reimburse
16 business expenses, and failure to timely pay wages upon separation of employment, all to
17 decrease their costs and increase profits.

18 115. At all times relevant herein, Defendants did not pay Plaintiff and the Represented
19 Employees wages and monies and other financial obligations to which they were entitled.

20 116. As a result of Defendants’ failure to comply with the Labor Code and IWC
21 Orders, Represented Employees, including Plaintiff, suffered a loss of wages and monies, all in
22 an amount to be shown according to proof at trial. Defendants’ ongoing violations of the
23 foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

24 117. Defendants’ violations of the California Labor Code and IWC Wage Orders and
25 its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business
26 practices because it was done in a systematic manner over a period of time to the detriment of the
27 Plaintiff and all others similarly-situated.
28

1 118. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
2 unlawful, and harmful to Plaintiff, other Represented Employees, and to the general public.
3 Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code
4 of Civil Procedure § 1021.5.

5 119. A violation of California Business & Professions Code § 17200, et seq. may be
6 predicated on the violation of any state or federal law. All of the acts described herein as
7 violations of, among other things, the California Labor Code and IWC Wage Orders, are
8 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,
9 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
10 practices in violation of California Business and Professions Code §§ 17200, et seq.

11 120. Plaintiff, individually, and on behalf of the Represented Employees, has no plain,
12 speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a
13 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result of
14 the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually,
15 and on behalf of the Represented Employees, has suffered and will continue to suffer irreparable
16 harm unless Defendants, and each of them, are restrained from continuing to engage in said
17 unfair, unlawful and/or fraudulent business practices.

18 121. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to,
19 and does, seek such relief as may be necessary to disgorge the profits which Defendants have
20 acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the
21 above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the
22 Represented Employees are not obligated to establish individual knowledge of the unfair
23 practices of Defendants in order to recover restitution.

24 122. Plaintiff, individually, and on behalf of the Represented Employees, is further
25 entitled to and do seek a declaration that the above described business practices are unfair,
26 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
27 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in
28 the future.

1 123. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiff and
2 Represented Employees are entitled to restitution of the wages withheld and retained by
3 Defendants during a period that commences four years prior to the filing of this complaint; a
4 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
5 Represented Employees; an award of attorneys' fees pursuant to California Code of Civil
6 Procedure § 1021.5 and other applicable laws; and an award of costs.

7 **VI. PAGA CAUSES OF ACTION (Cal. Lab. Code. §§ 2698 – 2699.5)**

8 124. Plaintiff is an “aggrieved employee” under the PAGA as she was employed by
9 Defendants during the applicable statutory period and suffered one or more of the Labor Code
10 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil
11 action filed on behalf of herself and all other similarly situated current and former aggrieved
12 employees in California against whom one or more of the alleged violations was committed
13 (hereinafter the “Aggrieved Employees”).

14 125. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
15 Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by
16 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
17 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor
18 does she, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

19 126. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing
20 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
21 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
22 the facts and theories to support the alleged violations. More than sixty-five (65) days have
23 elapsed since the date Plaintiff provided the written notice of the claims alleged herein without
24 the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiff has fully
25 satisfied the administrative prerequisites to suit under the PAGA.

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1 **ELEVENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES**

3 (Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

4 *Plaintiff and the Aggrieved Employees against All Defendants*

5 134. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 135. Plaintiff and the Aggrieved Employees were employees of Defendants who did
8 not receive proper protections and benefits of the laws governing payment of overtime wages.

9 136. Labor Code § 204 requires that the employer timely pay all overtime wages to its
10 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
11 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
12 any one workweek shall be compensated at the rate of no less than one and one-half times the
13 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
14 in one workday shall be compensated at twice the regular rate of pay for an employee.

15 137. At all relevant times, Plaintiff and the Aggrieved Employees were required by
16 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, due to
17 Defendants' practices described herein, Defendants failed to pay Plaintiff and the Aggrieved
18 Employees for all overtime hours worked at the proper rate of pay.

19 138. Defendants violate Labor Code §§ 204 and 510 and the applicable IWC Wage
20 Order § 3(A) every pay period with respect to Plaintiff and the Aggrieved Employees because
21 Defendants required its employees to work hours in excess of 8 and/or 12 per day and/or 40 per
22 week without proper overtime compensation.

23 139. Plaintiff is informed and believes and thereon alleges that Defendants
24 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the
25 Aggrieved Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.

26 140. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
27 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
28 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

1 **TWELFTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

3 (Labor Code § 226.7 and 512; IWC Wage Order § 11, 12)

4 *Plaintiff and the Aggrieved Employees against All Defendants*

5 141. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 142. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws governing meal periods.

9 143. Labor Code § 226.7 requires employers, including Defendants, to provide
10 employees with meal periods as mandated by the Industrial Welfare Commission.

11 144. Labor Code § 512(a), in part, provides that employers, including Defendants, may
12 not employ an employee for a work period of more than five hours per day without providing an
13 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
14 except that if the total work period per day of the employee is no more than six hours, the meal
15 period may be waived by mutual consent of both the employer and the employee. Employers
16 may not employ an employee for a work period more than 10 hours per day without providing
17 the employee with a second meal period of not less than 30 minutes.

18 145. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
19 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
20 pay for each meal period that is missed.

21 146. At all relevant times herein, Plaintiff and the Aggrieved Employees were denied
22 the 30-minute meal periods to which they were entitled due to Defendants' policies and practices
23 discussed herein.

24 147. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
25 Order every pay period because Plaintiff and the Aggrieved Employees were not provided with
26 all mandatory meal periods and Defendants failed to pay Plaintiff and the Aggrieved Employees
27 one additional hour of compensation at the regular rate of pay in lieu thereof.
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1 148. On information and belief, Plaintiff and the Aggrieved Employees did not
2 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
3 obtained from Plaintiff and the Aggrieved Employees were not willfully obtained, were not
4 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
5 unlawful adherence. Defendants did not permit or authorize Plaintiff and the Aggrieved
6 Employees to take meal periods in accordance with California law.

7 149. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
8 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
9 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

10 **THIRTEENTH CAUSE OF ACTION**

11 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE REST BREAKS**

12 (Labor Code § 226.7 and 512; IWC Wage Order § 12)

13 *Plaintiff and the Aggrieved Employees against All Defendants*

14 150. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
15 as if fully alleged herein.

16 151. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
17 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

18 152. Labor Code § 226.7 requires employers, including Defendants, to provide rest
19 breaks to its employees as mandated by Order of the Industrial Welfare Commission.

20 153. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
21 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
22 each work period. Employees shall receive a 10-minute rest period every four hours or major
23 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
24 hours worked, for which there shall be no deduction from wages.

25 154. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
26 Order, Defendants shall pay Plaintiff and the Represented Employees one additional hour of pay
27 at his regular rate of compensation for each day that the rest period is not provided.

1 155. At all relevant times, and due to the policies and practices described herein,
2 Defendants failed to provide Plaintiff and the Aggrieved Employees with 10 minutes of net rest
3 break time for every 4 hours worked, or major fraction thereof, as mandated by California law.

4 156. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
5 Order every pay period because Plaintiff and the Aggrieved Employees were not provided with
6 all mandatory rest periods and Defendants failed to pay Plaintiff and the Aggrieved Employees
7 one additional hour of compensation in lieu thereof.

8 157. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
9 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
10 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

11 **FOURTEENTH CAUSE OF ACTION**

12 **PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

13 (Labor Code § 2802)

14 *Plaintiff and the Aggrieved Employees against All Defendants*

15 158. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
16 as if fully alleged herein.

17 159. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
18 who did not receive proper protections and benefits of the laws governing reimbursement of
19 business expenses.

20 160. Labor Code § 2802(a) requires that the employer indemnify its employees for
21 expenses and losses incurred while discharging their duties or in obedience to the directions of
22 their employer.

23 161. At all relevant times herein mentioned, Defendants violated Labor Code § 2802(a)
24 when they failed to reimburse Plaintiff and the Aggrieved Employees for expenses incurred as a
25 direct consequence of employment with Defendants and/or under the direction of Defendants.

26 162. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
27 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
28 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

1 **FIFTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY VESTED VACATION**

3 (Labor Code § 227.3)

4 *Plaintiff and the Aggrieved Employees against All Defendants*

5 163. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 164. Plaintiff and the Aggrieved Employees were employees of Defendants who did
8 not receive proper protections and benefits of the laws governing the payment of vested vacation
9 time and/or paid time off upon separation of employment.

10 165. Pursuant to Labor Code § 227.3, an employer that has implemented a paid
11 vacation, paid time off, or compensated time off policy must, upon an employee's separation
12 from employment, pay to the employee all vested but unused vacation and/or paid time off at her
13 final rate of pay.

14 166. At all relevant times, and as a result of the policies and practices described in this
15 Complaint, Defendants violated Labor Code § 227.3 when they failed to pay the Aggrieved
16 Employees for all accrued and unused vacation hours to the Aggrieved Employees upon
17 separation of employment and, moreover, failed to calculate and pay for said hours at the "final
18 rate" of pay as required by Labor Code § 227.3.

19 167. As a result, Plaintiff and the Aggrieved Employees did not receive compensation
20 for all accrued but unused vacation hours as required by Labor Code § 227.3.

21 168. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
22 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
23 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

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1 **SIXTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY WAGES EACH PERIOD**

3 (Labor Code § 204)

4 *Plaintiff and the Aggrieved Employees against All Defendants*

5 169. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 170. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws regarding the timing of payment
9 of wages each period.

10 171. Labor Code § 204(a) states that all wages earned by a person are due and payable
11 twice during each calendar month, and further states that wages earned during the first through
12 fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that
13 wages earned between the sixteenth and last day of the month must be paid by the tenth day of
14 the following month.

15 172. Furthermore, Labor Code § 204(d) states “[t]he requirements of this section shall
16 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
17 the wages are paid not more than seven calendar days following the close of the payroll period.”

18 173. At all relevant times herein, Defendants did not provide Plaintiff and the
19 Aggrieved Employees with all wages due and owing each period within the time required by
20 Labor Code § 204. Moreover, Defendants did not provide Plaintiff and the Aggrieved
21 Employees with all wages due and owing each pay period, including, but not limited to,
22 minimum, regular, and overtime wages, as well as meal and rest period premiums and sick time
23 at the proper rate, within the time specified by Labor Code § 204.

24 174. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
25 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
26 and seeks to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

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1 **SEVENTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

3 (Labor Code §§ 201 – 203)

4 *Plaintiff and the Aggrieved Employees against All Defendants*

5 175. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
6 as if fully alleged herein.

7 176. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
8 who did not receive proper protections and benefits of the laws governing the timing and
9 payment of final wages.

10 177. Labor Code § 201 requires that the employer immediately pay any wages, without
11 abatement or reduction, to any employee who is discharged.

12 178. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
13 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
14 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

15 179. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
16 penalty from the due date thereof at the same rate until paid or until an action therefore is
17 commenced, but the wages shall not continue for more than thirty (30) days.

18 180. At all relevant times here, Defendants did not provide Plaintiff and the Aggrieved
19 Employees with all wages due and owing upon separation of employment, including, but not
20 limited to, minimum, regular, and overtime wages, vacation and sick pay at the proper rates, and
21 meal and rest period premiums, within the time specified by Labor Code §§ 201 – 203.

22 181. Plaintiff alleges that, at all times material to this action, Defendants had a planned
23 pattern and practice of failing to timely pay to Plaintiff and the Aggrieved Employees all wages
24 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.

25 182. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
26 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
27 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

28 ///

1 **EIGHTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 (Labor Code § 226)

5 *Plaintiff and the Aggrieved Employees against All Defendants*

6 183. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint
7 as if fully alleged herein.

8 184. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
9 who did not receive proper protections and benefits of the laws governing the provision of
10 accurate itemized wage statements.

11 185. Labor Code § 226(a) requires an employer to provide its employees with itemized
12 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
13 inclusive dates of the pay period, the employee's name and the last four digits of his or her
14 Social Security number (or employee identification number), the name and address of the legal
15 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.

17 186. Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff
18 and the Aggrieved Employees due to violations including failure to: accurately state total hours
19 worked (for example, the wage statements failed to accurately reflect the compensable hours
20 worked); accurately state gross wages earned; failure to accurately state all deductions;
21 accurately state net wages earned; state the applicable hourly rates (including the accurate
22 overtime rate of pay); accurately state the corresponding number of hours worked at each hourly
23 rate; and to accurately identify the name and address of the legal entity of the employer.

24 187. Additionally, Defendants' wage statements directly violated Labor Code § 226(a)
25 each period due to the failure to pay and report premium wages under § 226.7.

26 188. As a result of the unlawful employment practices alleged herein, Plaintiff seeks
27 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,
28 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

1 **VII. PRAYER FOR RELIEF**

2 Plaintiff, on behalf of herself, on a representative basis, and all others similarly situated,
3 prays for judgment and relief against Defendants, jointly and severally, as follows:

- 4 1. As to the Tenth through Eighteenth Causes of Action, the assessment of all
5 applicable and available remedies under PAGA, including reasonable attorneys' fees and costs;
- 6 2. That the First through Ninth Causes of Action be certified as a class action;
- 7 3. That Plaintiff be appointed as Class Representative;
- 8 4. That counsel for Plaintiff be appointed Class Counsel;
- 9 5. For all applicable statutory penalties recoverable under the First through Ninth
10 Causes of Action to the extent permitted by law, including those pursuant to Labor Code and
11 Orders of the Industrial Welfare Commission;
- 12 6. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
13 law, including those pursuant to the Labor Code;
- 14 7. For injunctive relief and/or restitution as provided by the Labor Code and
15 Business and Professions Code § 17200, *et seq.*;
- 16 8. For a declaratory judgment that Defendants have violated Labor Code §§ 200,
17 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174,
18 1174.5, 1194, 1197, 1198, 1199, and 2802, among other sections inadvertently omitted;
- 19 9. For an award of damages in the amount of unpaid compensation including, but
20 not limited to, unpaid wages, benefits, and penalties, including interest thereon;
- 21 10. For pre- and post-judgment interest; and
- 22 11. For such other relief as the Court deems just and proper.

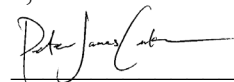
23 **DEMAND FOR JURY TRIAL**

24 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, hereby
25 demands a jury trial as to the First through Ninth Causes of Action pled herein.

26 Dated: June 28, 2024

LAUBY, MANKIN & LAUBY LLP

27 BY:



28 Peter J. Carlson, Esq.
Attorneys for Plaintiff