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Attorneys for Plaintiff
MONICA STEWART,
on behalf of the putative class and aggrieved employees

FILED
Superior Court of California
County of Los Angeles
06/21/2024
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MONICA STEWART, individually and on behalf of the putative class and aggrieved employees,

Plaintiff,

v.

MAXIM HEALTHCARE STAFFING SERVICES, INC., a California corporation, **MAXIM HEALTHCARE SERVICES, INC.** a California corporation; and **DOES 1- 50**, Inclusive,

Defendants.

CASE NO.: 24STCV09231

FIRST AMENDED COMPLAINT FOR:

1. **Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197);**
2. **Failure to Pay Overtime Wages (Cal. Labor Code §§ 510 and 1194);**
3. **Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);**
4. **Failure to Provide Rest Periods (Cal. Labor Code § 226.7);**
5. **Failure to Reimburse Business Expenses (Cal. Labor Code § 2802);**
6. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);**
7. **Failure to Pay All Compensation Due Upon Discharge (Cal. Labor Code §§201, 202, and 203);**
8. **Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*)**
9. **Private Attorney General Act (Cal. Labor Code §§ 2698, et seq.)**

DEMAND FOR JURY TRIAL

1. Plaintiff **MONICA STEWART** ("Plaintiff"), on behalf of all others similarly situated, hereby submits this First Amended Complaint against Defendant **MAXIM HEALTHCARE STAFFING SERVICES, INC.**, a California corporation doing business in California; Defendant **MAXIM HEALTHCARE SERVICES, INC.**, a California corporation doing business in California; and DOES 1 through 50, inclusive (collectively, "Defendants"), and each of them, and alleges as follows:

INTRODUCTION

2. This is a class action under California Code of Civil Procedure §382 seeking damages for unpaid wages, failure to reimburse business expenses, failure to provide accurate itemized wage statements, penalties, interest, and other equitable relief, and reasonable attorneys' fees and costs under Cal. Labor Code ("Labor Code") §§ 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 201-203, and IWC Wage Order ("Wage Order") No. 4-2001 §§ 4 and 12, No. 5, Cal. Civ. Proc. Code § 1021.5, and restitution under California's Unfair Competition Law ("UCL"), Business & Professions Code §§ 17200 *et seq.*

3. Plaintiff brings this action on behalf of herself and all other similarly situated individuals – ***all non-exempt employees currently and formerly employed by Maxim Healthcare Staffing Services, Inc. and/or Maxim Healthcare Services, Inc.*** ("Defendants") (the "Class Members") – in the State of California from four years prior to the filing of this Complaint through to the trial date ("Class Period"). Defendants' violations of California's wage and hours laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiff and Class Members were non-exempt employees as defined under the Labor Code and were entitled to receive all wages owed and either regular meal and rest breaks or premium pay for time worked during overtime, meal breaks, and rest breaks. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage statements reflecting the total amount of money which they were owed and the accurate name of the company employing them.

5. Moreover, Defendants regularly furnished to Plaintiff and all Class Members inaccurate itemized wage statements by including inaccurate wages owing to Defendants' willful violation of California's meal and rest break laws.

6. In particular, during the one-year period prior to the filing of this Complaint through to the trial date ("Wage Statement Class Period"), Defendants knowingly and intentionally failed to provide Class Members with accurate itemized wage statements ("Wage Statement Subclass"), in violation of Labor Code § 226(a) and 226.2. Defendants did so by providing wage statements with inaccurate payment amounts, owing to the failure to pay all wages for all hours worked and to the failure to pay premium and meal and rest break pay.

7. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and Class Members formerly employed by Defendants ("Waiting Time Penalty Subclass Members"). During the "Waiting Time Penalty Subclass Period" – designated as three years prior to the filing of the Complaint through to the trial date – Defendants failed to pay all compensation due and owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation of Labor Code §§ 201-203.

8. As a result of the above Labor Code violations, Defendants committed unfair, unlawful, and fraudulent business practices, in violation of the UCL.

THE PARTIES

9. Plaintiff is a resident of California, and was, at all times relevant to this action, a non-exempt employee of Defendants.

10. Defendant MAXIM HEALTHCARE STAFFING SERVICES, INC., is a California corporation that at all times relevant hereto, did business and employed individuals in the County of Los Angeles, State of California.

11. Defendant MAXIM HEALTHCARE SERVICES, INC., is a California corporation that at all times relevant hereto, did business and employed individuals in the County of Los Angeles, State of California.

12. Defendants are Plaintiff's employer within the meaning of the Labor Code and is therefore subject to the jurisdiction of this Court.

13. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged hereinafter.

14. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employment, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

15. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of them, including those Defendants named DOES 1-50, acted in concert with one another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and each of them, including those Defendants named as DOES 1-50, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing Plaintiff harm.

16. Whenever and wherever reference is made in this Complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

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JURISDICTION

17. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor Code §§ 201-203, 226, 510, 512, 558, 1194, 2802, Wage Order Nos. 4 and 5, and the UCL, Bus. & Prof. Code §§ 17203 and 17204.

18. The amount in controversy for Plaintiff's individual claims, including claims for civil penalties and pro rata share of attorneys' fees, is less than seventy-five thousand dollars ($75,000).

VENUE

19. Venue is proper in the County of Los Angeles pursuant to Cal. Civ. Proc. Code § 395(a) and 395.5. Defendants MAXIM HEALTHCARE STAFFING SERVICES, INC. and MAXIM HEALTHCARE SERVICES, INC. are California corporations. Defendants maintains offices and transacts business in the County of Los Angeles.

ALTER EGO, AGENCY, JOINT EMPLOYER, LABOR CODE § 558.1

20. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and separateness of Defendants have ceased to exist.

21. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as Defendants, including, but not limited to because:

a. Defendant MAXIM HEALTHCARE STAFFING SERVICES, INC. is completely dominated and controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and who have hidden and currently hid behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable purpose.

b. Defendant MAXIM HEALTHCARE SERVICES, INC. is completely dominated and controlled by DOES 1-50, who personally violated the laws as set forth in this complaint, and who have hidden and currently hid behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable purpose.

b. DOES 1 through 50 derive actual and significant monetary benefits by and

through Defendant MAXIM HEALTHCARE STAFFING SERVICES, INC.'s and/or MAXIM HEALTHCARE SERVICES, INC.'s unlawful conduct, and by using Defendant MAXIM HEALTHCARE STAFFING SERVICES, INC. and/or MAXIM HEALTHCARE SERVICES, INC. as the funding source for their own personal expenditures.

c. Plaintiff is informed and believes that Defendants and DOES l-50, while really one and the same, were segregated to appear as though separate and distinct for purposes of circumventing a statute or accomplishing some other wrongful or inequitable purpose.

d. Plaintiff is informed and believes that Defendants do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. Plaintiff is informed and believes, and based thereon alleges, that the business affairs of Defendants and DOES 1-50 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendants are, and at all times relevant hereto were, used by DOES 1-50 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of DOES 1-50. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Government Code, Labor Code, and other statutory violations. The corporate existence of Defendants and DOES 1-50 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

f. Accordingly, Defendants constitute the alter ego of DOES 1-50, and the fiction of their separate corporate existence must be disregarded.

22. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Defendants and DOES 1-50 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendants and DOES 1-50. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, in the manner in which Defendants' business was and is conducted.

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23. Plaintiff is informed and believes that DOES 1-50 were the actual employers and/or "person[s] acting on behalf of the employer" within the meaning of Labor Code section 558.1.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

24. Defendant MAXIM HEALTHCARE STAFFING SERVICES, INC. ("MAXIM"), is a California corporation engaged in providing nursing, physical rehabilitation, personal caregiving, respite care and behavioral care for individuals with chronic and acute illnesses and disabilities.

25. Defendant MAXIM HEALTHCARE SERVICES, INC. ("MAXIM HEALTHCARE"), is a California corporation engaged in providing nursing, physical rehabilitation, personal caregiving, respite care and behavioral care for individuals with chronic and acute illnesses and disabilities.

26. Plaintiff started her employment with Defendants as a Behavior Technician on or about February 10, 2022.

27. Throughout the Class Period, Plaintiff, Class Members, and aggrieved employees served in nonmanagerial, non-supervisory roles where they neither had supervisory responsibilities nor had discretion over the projects, work, or hours they worked. As such, Plaintiff and Class Members were non-exempt employees and were paid accordingly on an hourly basis.

28. Despite being non-exempt hourly employees, Plaintiff, Class Members, and aggrieved employees were not afforded legally compliant meal or rest breaks. Defendants also did not provide premium pay for missed meal and rest breaks.

29. In addition, Defendants failed to pay Plaintiff, Class Members, and aggrieved employees wages for all hours worked, including by requiring Plaintiff and the Class Members to complete work off the clock and otherwise denying Plaintiff and the Class Members payment for all hours worked.

30. Moreover, Defendants failed to pay Plaintiff, Class Members, and aggrieved employees overtime wages for hours spent working overtime, including on days when they worked in excess of eight hours per day or weeks in which they worked in excess of forty hours per week. Defendants also failed to pay double time to Plaintiff, Class Members, and aggrieved employees

on days in which they worked in excess of twelve hours.

31. Plaintiff's, Class Members', and aggrieved employees' wage statements confirm that they were not paid premiums for their missed meal and rest breaks, which itself made the statements inaccurate because the statements did not accurately reflect all wages owed to Plaintiff, Class Members, and aggrieved employees under California law. Instead, these wage statements also reflect routine, repeated, and deliberate violations of California labor laws.

32. Failure to Pay Overtime: Plaintiff's, Class Members', and aggrieved employees' wage statements show individual days in which they worked in excess of eight hours, and weeks in which they worked in excess of 40 hours. But every day was paid at the "regular pay" rate with no overtime paid. Plaintiff's and the Class Members' wage statements regularly failed to reflect payment owed to them for overtime hours worked.

33. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's, Class Members', and aggrieved employees' wage statements is there any reflection of premium pay for missed meal and rest breaks, despite Defendants denying Class Members the opportunity to take such meal and rest breaks as required by California law.

34. Off the Clock Work: Nowhere on Plaintiff's, Class Members', and aggrieved employees' wage statements is there any reflection for payment of work completed before clocking in or after clocking out, as required by Defendants.

CLASS ACTION ALLEGATIONS

35. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is impractical.

36. Plaintiff's claims are typical of the claims of the members of the Class and Waiting Time Penalty Subclass because she was an employee of Defendants who was (a) not paid for all hours worked, including for required off the clock work; (b) not paid any premium overtime pay for the duration of her employment with Defendants; (c) was not paid a premium rate for denied meal and rest breaks for the duration of her employment with Defendants; (d) was not reimbursed

for business expenses; (e) was provided with inaccurate wage statements which provided inaccurate sums of money to be paid to Plaintiff; and (f) was not paid all wages due at termination.

37. Plaintiff will fairly and adequately represent the interests of the Class and Waiting Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in complex class action litigation. Plaintiff's counsel has the expertise and financial resources to adequately represent the interests of the Class and Waiting Time Penalty Subclass.

38. Common questions of law and fact exist as to all members of the Class and the Waiting Time Penalty Subclass and predominate over any questions solely affecting individual members of the Class and Subclass.

39. Class action treatment is superior to any alternative to ensure the fair and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without duplication of effort and expense that numerous individual actions would entail. No difficulties are likely to be encountered in the management of this class action that would preclude its maintenance as a class action, and no superior alternative exists for the fair and efficient adjudication of this controversy. Class Members are readily identifiable from Defendants' employee rosters and/or payroll records.

40. Defendants' actions are generally applicable to the entire Class. Prosecution of separate actions by individual members of each Class creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn, would establish incompatible standards of conduct for Defendants.

41. Because joinder of all members is impractical, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Furthermore, the amounts at stake for many members of each Class, while substantial, may not be sufficient to enable them to maintain separate suits against Defendants.

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FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PAY WAGES FOR ALL HOURS WORKED

[*California Labor Code §§ 1194, 1197 and IWC Wage Orders*]

42. Plaintiff re-alleges, on behalf of herself and Class Members, each and every paragraph of this Complaint as though fully set forth.

43. California Labor Code §§ 1194, 1197, and applicable Wage Orders entitle non-exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

44. During the relevant time period, Plaintiff and Class Members were not paid all wages owed when Defendants did not pay minimum wage for all hours worked.

45. As a result of these violations, Defendants is liable for unpaid wages, interest thereon, and attorneys' fees and costs.

46. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PAY OVERTIME WAGES

[*California Labor Code §§ 510, 1194 and IWC Wage Orders*]

47. Plaintiff re-alleges, on behalf of herself and Class Members, each and every paragraph of this Complaint as though fully set forth.

48. Pursuant to Labor Code sections 510, 1194, and IWC Wage Orders, Defendants are required to compensate non-exempt employees for all overtime, which is calculated at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

49. Plaintiff and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of Labor Code sections 510, 1194, and IWC Wage Orders. Defendants

failed to compensate Plaintiff and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions by, among other things: failing to pay overtime at one and one-half (1½) times the regular rate of pay for work performed in excess of eight (8) hours in a workday, and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday; and failing to pay overtime at double the regular rate of pay for work performed in excess of 12 hours in a workday, and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

50. Plaintiff and members of the Class Members worked in excess of eight hours per day and in excess of forty hours per week, and Defendants unlawfully failed to pay Plaintiff and Class Members the proper overtime compensation.

51. As a result of these violations, Defendants are liable for unpaid overtime wages, interest thereon, and attorneys' fees and costs.

52. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PPROVIDE MEAL PERIODS

[*California Labor Code §§ 512 and 226.7*]

53. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

53. As part of Defendants' unlawful scheme, Defendants failed to provide Plaintiff and Class Members with a full, 30-minute meal period free of all duties pursuant to Labor Code Sections 226.7, 512 and IWC Wage Orders. Defendants further failed to provide a second meal period to employees working more than ten (10) hours in a workday. Plaintiff and Class Members worked in excess of five hours a day without being provided at least half hour meal periods in which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and applicable Wage Orders. See *Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal.4th 1004, 1040-41 ("The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30–minute

period, and does not impede or discourage them from doing so . . . [A] first meal period [is required] no later than the end of an employee's fifth hour of work, and a second meal period [is required] no later than the end of an employee's 10th hour of work.").

54. Defendants violated Labor Code sections 226.7, 510, 1194, 1197, and IWC Wage Orders by failing to compensate Plaintiff and Class Members for all hours worked during their meal periods.

55. As a proximate result of the violations, Plaintiff and Class Members have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code Sections 226.7, 510, 1194, 1197, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus interest, penalties, attorney's fees, expenses, and costs of suit.

56. Plaintiff, on behalf of herself and Class Members, also requests further relief as described below.

FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS

[*California Labor Code §226.7*]

57. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members, each paragraph of this Complaint as though fully set forth.

58. Defendants failed to provide the rest periods that are required by applicable Wage Orders. See Brinker, 53 Cal. 4th 1004 at 1029 ("Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.").

59. Defendants violated Labor Code sections 226.7 and 512, and IWC Wage Orders by failing to provide Plaintiff and Class Members required rest periods.

60. Defendants violated California Labor Code section 226.7 and IWC Wage Orders by failing to pay Plaintiff and Class Members who were not provided with a rest period, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

61. As a proximate result of the violations, Plaintiff and Class Members have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections 226.7, 512, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus interest, penalties, attorney's fees, expenses, and costs of suit.

62. Plaintiff, on behalf of herself, aggrieved employees, and Class Members, also requests relief as described below.

FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

[*California Labor Code § 2802*]

63. Plaintiff re-alleges, on behalf of herself and Class Members, each and every paragraph of this Complaint as though fully set forth.

64. California Labor Code § 2802 requires employers to reimburse employees for all reasonable business expenses incurred by employees as a condition of employment.

65. Plaintiff and Class Members were required to pay for work-related expenses (e.g. mileage, uniforms, supplies) to respond to work-related emergencies and other issues, and they incurred expenses as a result. Defendants unlawfully refused to reimburse Plaintiff and Class Members for these expenses.

66. As a result of these violations, Defendants are liable for damages related to these unreimbursed expenses.

67. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE STATEMENTS

[*California Labor Code § 226.7 and applicable Wage Orders*]

68. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

69. In violation of Labor Code § 226(a), Defendants did not provide Plaintiff or Class Members with accurate itemized wage statements in writing showing: (1) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the employee identification or social security number; and, (8) the name and address of the legal entity that is the employer.

70. As a result of Defendants' failure to provide accurate itemized wages statements, Plaintiff and Class Members suffered actual damages and harm by being unable to determine their applicable hourly rate for each pay period, which prevented them from becoming aware of these violations and asserting their statutory protections under California law.

71. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a) on each and every wage statement provided to Plaintiff and Class and Subclass Members.

72. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to recover the greater of all actual damages or fifty dollars ($50.00) for the initial pay period in which a violation occurs and one hundred dollars ($100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000.00).

73. Plaintiff and Class Members are entitled to an award of costs and reasonable attorneys' fees under Labor Code § 226(h).

74. Plaintiff, on behalf of herself and Class Members, also requests relief as described below.

SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL COMPENSATION DUE UPON DISCHARGE

[*California Labor Code §§ 201, 202, and 203*]

75. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

76. Pursuant to Labor Code sections 201, 202, and 203, Defendant is required to pay all earned and unpaid wages to an employee who is discharged. Labor Code section 201 mandates

that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

77. Pursuant to Labor Code section 202, Defendants are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

78. Labor Code section 203 provides that if an employer willfully fails to timely pay wages of an employee who is discharged or who quits, in accordance with Labor Code sections 201 and 202, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

79. Defendants have willfully failed to pay accrued wages and other compensation to Plaintiff in accordance with Labor Code sections 201 and 202.

80. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections 201, 202, 203, 1194, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff is entitled to recover all wages earned and due, plus interest, penalties, attorney's fees, expenses, and costs of suit.

EIGHT CAUSE OF ACTION AGAINST ALL DEFENDANTS

UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE

[*Bus. & Prof. Code §§ 17200 et seq.*]

81. Plaintiff re-alleges, on behalf of herself and Class Members, each paragraph of this Complaint as though fully set forth.

82. Plaintiff brings this cause of action individually and as a representative of all others subject to Defendants' unlawful acts and practices.

83. Business and Professions Code § 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a

civil action for violation of the Unfair Competition Law.

84. Defendants committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages.

85. The above-described unlawful actions of Defendants constitute false, unfair, fraudulent and/or deceptive business practices, within the meaning of Business and Professions Code § 17200, et seq.

86. As a result of its unlawful acts, Defendants reaped unfair benefits and illegal profits at the expense of Plaintiff and the Class she seeks to represent. Defendants should be enjoined from this activity, caused to specifically perform its obligations, and made to disgorge these ill-gotten gains and pay restitution to Plaintiff and the members of the Class including, but not limited to, restitution of all unpaid wages, plus interest, as well as attorneys' fees and costs.

87. Plaintiff, on behalf of herself and Class Members, also request relief as described below.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

[Cal. Labor Code §§2698, et seq.]

88. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in all preceding paragraphs, with exception of the CLASS ACTION ALLEGATIONS paragraph and the subparagraphs thereto above.

89. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code §2699 (c), and a proper representative to bring a civil action on behalf of other current and former employees of Defendant pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff was employed by Defendant and the alleged violations of the California Labor Code were committed against Plaintiff.

90. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, and IWC Wage Orders, from Defendant in a representative action for violations set forth above,

including but not limited to violations of California Labor Code §§201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198 and 2802. Plaintiff is also entitled to an award of reasonable attorney's fees and costs pursuant to California Labor Code §§ 2699(g)(1).

91. As required by law, Plaintiff sent a letter, by certified mail, return receipt requested, to the LWDA and Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code §2698 et seq.

92. Plaintiff has complied with all of the requirements set forth in California Labor Code 2699.3 to commence a representative action under PAGA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of the proposed Class and Subclass, and aggrieved employees, prays for judgment against Defendants, and each of them, in an amount according to proof, as follows:

1. For compensatory damages in an amount to be ascertained at trial;

2. For restitution of all monies due to Plaintiff and CLASS MEMBERS, as well as disgorged profits from Defendants' unfair and unlawful business practices;

3. For meal and rest period compensation pursuant to Labor Code section 226.7 and IWC Wage Orders;

4. For liquidated damages pursuant to California Labor Code section 1194.2;

5. For preliminary and permanent injunctive relief enjoining Defendant from violating the relevant provisions of the Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;

6. For waiting time penalties pursuant to Labor Code section 203;

7. For statutory and civil penalties according to proof, including but not limited to, all penalties authorized by the California Labor Code;

8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code sections 218.6, 1194, Civil Code sections 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

9. For reasonable attorneys' fees and costs pursuant to California Labor Code

section 1194 and any other applicable provisions providing for attorneys' fees and costs;

10. For declaratory relief;

11. For an order requiring and certifying all of the causes of action (except for the Private Attorney General Act cause of action) as a class action;

12. For an order appointing Plaintiff as class representative, and Plaintiff's counsel as class counsel; and

13. For such further relief that the Court may deem just and proper.

Respectfully Submitted,

DATED: June 21, 2024

LABOR LAW PC

By: _____
Danny Yadidsion, Esq.
Attorneys for Plaintiff
MONICA STEWART, on behalf of the putative class and aggrieved employees

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a jury trial of all causes of action and claims with respect to which Plaintiff has a right to jury trial.

DATED: June 21, 2024

LABOR LAW PC

By: _____
Danny Yadidsion, Esq.
Attorneys for Plaintiff
MONICA STEWART, on behalf of the putative class and aggrieved employees

PROOF OF SERVICE
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
[C.C.P., §1013(a)]

Monica Stewart v Maxim Healthcare Staffing Services, Inc., et al.
Los Angeles County Superior Court Case Number: 24STCV09231

I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd., Suite 700, Santa Monica, CA 90401. My email address is angelica.villafuerte@laborlawpc.com.

On June 21, 2024, I served the following document(s)

FIRST AMENDED COMPLAINT

On the following:

Attorneys for Defendants

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( ) (BY MAIL) I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under the practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

( ) (BY FEDERAL EXPRESS) I have caused said envelope(s) to be sent by Federal Express [Priority Overnight] to the offices of the addressee(s).

(XX) (BY ELECTRONIC MAIL) Per Local Rules I delivered such documents by electronic mail. My email address is angelica.villafuerte@laborlawpc.com.

( ) (BY FACSIMILE) I caused said document(s) to be transmitted by telecopier at approximately am/pm to the addressee(s) whose facsimile machine telephone numbers are indicated below. The above-described transmission was reported as complete without error by a transmission report

issued by the facsimile transmission machine upon which the said transmission was made immediately following the transmission.

Executed on **June 21, 2024.**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Angelica M. Villafuerte	*/s/ Angelica Villafuerte*
Print Name	Signature