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Attorneys for Plaintiff VALERIE A. WILLIAMS
on behalf of herself and all others similarly situated

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

VALERIE A. WILLIAMS an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

SOUTH COAST HEALTH & WELLNESS
CORPORATION, a California corporation,
COMMUNITY CARE ON PALM
RIVERSIDE, LLC, a California limited
liability company; COMMUNITY CARE
ON PALM, a business organization of form
unknown, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV10471

CLASS ACTION

Assigned for All Purposes To:
Hon. David S. Cunningham III
Dept.: SS11

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Failure to Pay Reporting Time Under 8 CCR § 11050(5);
6. Violation of Labor Code § 226;
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties under PAGA, Labor Code § 2698 *et seq.*

DEMAND FOR JURY TRIAL

Original Complaint filed: April 25, 2024

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

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former Employees
7 within the State of California who, at any time from four years prior to the filing of this lawsuit, are
8 or were employed as non-exempt, hourly employees, including as Certified Nursing Assistants
9 (CNAs), Licensed Vocational Nurses (LVNs), caregivers, resident aids and in similar and related
10 positions, by Defendants COMMUNITY CARE ON PALM RIVERSIDE, LLC, a California
11 limited liability company; and DOES 1 through 50, inclusive (all defendants being collectively
12 referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated
13 various provisions of the California Labor Code, relevant orders of the Industrial Welfare
14 Commission (“IWC”), and the California Business & Professions Code, and seeks redress for these
15 violations.

16 2. Plaintiff and the Class members worked as hourly, non-exempt Employees for
17 Defendants, including as Certified Nursing Assistants (CNAs), Licensed Vocational Nurses
18 (LVNs), caregivers, resident aids, and in similar and related positions pertaining to providing
19 skilled nursing care, convalescent, and rehabilitation services to Defendants’ customer patients at
20 Defendants’ facilities, locations, and communities in California. Plaintiff, and upon information
21 and belief other similarly situated Employees, were required to perform work tasks based out of
22 Defendants’ skilled nursing, convalescent, and rehabilitation facilities in California. Plaintiff was
23 employed by Defendants as a CNA with duties that included assisting with bathing, grooming,
24 toileting, dressing, oral care, ambulation, transfers, serving and assisting with meals, feeding,
25 housekeeping, and taking vital signs.

26 3. Defendants employed other similarly situated Class members as Certified Nursing
27 Assistants (CNAs), Licensed Vocational Nurses (LVNs), caregivers, resident aids, and in similar
28 and related positions in connection with their skilled nursing, convalescent, and rehabilitation

1 facilities located throughout California. Plaintiff and the other similarly situated Class members
2 worked at Defendants' behest without being paid all wages due and without being provided all
3 required breaks. More specifically, Plaintiff and the other similarly situated Class members were
4 employed by Defendants and shared similar job duties and responsibilities, were subjected to the
5 same policies and practices, and endured similar violations at the hands of Defendants as the other
6 Employee Class members who served in similar and related positions.

7 4. Defendants required Plaintiff and the Employees in the Class to work off the clock
8 and failed to record accurate time worked by these Employees, failed to pay them at the
9 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
10 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that
11 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
12 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain
13 under Defendants' control and were not provided with the opportunity to take full uninterrupted
14 and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable
15 paragraphs of the IWC Wage Orders.

16 5. Defendant COMMUNITY CARE ON PALM RIVERSIDE, LLC, is a California
17 limited liability company which lists its principal address with the California Secretary of State in
18 Pasadena, California. COMMUNITY CARE ON PALM RIVERSIDE, LLC lists its type of
19 business as a "Skilled Nursing Facility." On information and belief, Defendant COMMUNITY
20 CARE ON PALM RIVERSIDE, LLC owns, operates, manages, or is otherwise related to
21 Community Care On Palm, and the two jointly employed Plaintiff and the other Class members
22 working there. On information and belief, Community Care On Palm is a registered fictitious
23 business name used by COMMUNITY CARE ON PALM RIVERSIDE, LLC. Additionally, the
24 name Community Care On Palm Riverside appears on various employment documents provided
25 to Plaintiff, and on information and belief to other Class members.

26 6. Plaintiff was employed by Defendants at the Community Care on Palm facility in
27 Riverside, and Defendants employed other class members there and at the other facilities in Los
28 Angeles County and throughout California Defendants operate. The website for Community Care

1 on Palm explains “Community Care on Palm is a dedicated care facility located in Riverside
2 County that aims to provide the best possible care to people in need of rehabilitative care, long-
3 term or short-term care.”

4 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
5 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
6 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
7 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
8 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
9 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles
10 County. Defendants also employ and employed Class members at their facilities there, and
11 COMMUNITY CARE ON PALM RIVERSIDE, LLC lists its principal offices and California
12 office in Pasadena, California and in Los Angeles County.

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

21 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
22 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
23 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
24 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
25 all respects as the employers or joint employers of Employees. Defendants, and each of them,
26 exercised control over the wages, hours or working conditions of Employees, created and
27 implemented the policies and practices that governed the employment of Plaintiff and the Class
28 members and dictated their job duties and responsibilities, or otherwise suffered or permitted

1 Plaintiff and the other Employee Class members to work, or engaged them, thereby creating a
2 common law employment relationship with the Employee Class members. Therefore, Defendants,
3 and each of them, employed or jointly employed the Employee Class members.

4 **FACTUAL BACKGROUND**

5 10. The Employees who comprise the Class, including Plaintiff, are non-exempt
6 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission
7 (“IWC”). During the period of four years prior to the filing of this action through its resolution,
8 the Employee Class members were employed by Defendants and worked in non-exempt positions
9 at the direction of Defendants in the State of California. Plaintiff and the Class members were
10 either not paid by Defendants for all hours worked or were subjected to unlawful rounding and
11 time shaving or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff
12 also contends that Defendants failed to pay Plaintiff and the Class members all wages due and
13 owing, including by requiring off the clock work, failed to provide meal and rest breaks, and
14 failed to furnish accurate wage statements, all in violation of various provisions of the California
15 Labor Code and applicable paragraphs of the IWC Wage Orders.

16 11. During the course of Plaintiff and the Class members’ employment with
17 Defendants, they were not paid all wages they were owed, including for all work performed
18 (resulting in “off the clock” work) and for all their overtime hours worked and were subjected to
19 unlawful rounding, and they were not paid at the required rates for overtime. This has resulted in
20 systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders.
21 On information and belief, Defendants employ other non-exempt, hourly employees as Certified
22 Nursing Assistants (CNAs), Licensed Vocational Nurses (LVNs), caregivers, resident aids, and in
23 similar and related positions based out of their facilities in California.

24 12. Plaintiff was employed by Defendants as a Certified Nursing Assistant (CNA) at
25 Defendants’ Riverside, California facility. Plaintiff generally worked 16-24 hours per week, two
26 to three days per week, which resulted in shifts of approximately eight hours in duration. Plaintiff
27 worked different shifts during her employment, including those scheduled from 6:00 a.m. to 2:30
28 p.m. or longer.

1 13. Plaintiff's facility included timekeeping systems incorporating electronic
2 recording of time punches by Employees scanning their fingers on a time clock. The single time
3 clock was located inside, near the break room, and purported to record Employees' timekeeping
4 entries with accuracy to the minute. However, in order to access the time clock, Plaintiff would
5 have to go through a series of time-consuming work-related procedures that did not allow
6 Employees to record their start time immediately upon commencing work or when they were
7 otherwise under Defendants' control.

8 14. For security reasons aimed at keeping Defendants' psychiatric facility patients
9 safe, the facility has exterior gated doors that are locked and require a staff member to open them.
10 Employees may be provided a key to gain entrance into the facility, but Employees working less
11 than full-time hours are generally not provided keys. For incoming Employees without keys, they
12 must ring a doorbell or call another employee inside and wait for a staff member to unlock the
13 gate. Employees could expect to wait several minutes outside of the building while a staff
14 member arrived to open the doors. While Plaintiff had a key for much of her employment, in the
15 fall of 2023, Defendants changed the lock on the gate and failed to provide Plaintiff with a new
16 key. Plaintiff was denied a new key because she was not working full time hours. Finally, after
17 several months of waiting, Plaintiff was provided a new key.

18 15. Until approximately March 2023, upon entering, Employees would have to
19 undergo COVID-19 screening and testing. Immediately upon being admitted, Employees would
20 have to scan their foreheads with a thermometer to ensure they did not have a fever. One to two
21 times per week, Employees had to perform COVID-19 rapid tests as well. This process could take
22 additional time to complete. Only after these steps were completed could Employees access the
23 electronic time clock to scan their fingerprints and record their entries. Between Employees'
24 arrival at the facility's entrance and their actual clocking-in, five to ten minutes would generally
25 elapse that were not recorded in Defendants' timekeeping system as hours worked and thus not
26 compensated by Defendants.

27 16. Additionally, Defendants require Employees to record their half-hour meal periods
28 through the time clock. However, due to the heavy workload, Plaintiff was compelled to perform

1 work and remain under Defendants' control during her meal periods, for example, to assist
2 patients during emergencies. Moreover, when Plaintiff did not have a key to access the locked
3 gate, if Plaintiff took her meal period outside the facility, she was compelled to shorten it by
4 several minutes to ensure she would ring the doorbell and wait for the gate to be opened so that
5 she could record the return from her meal period at exactly thirty minutes. Thus, Plaintiff's meal
6 periods were interrupted and/or shortened, and she was forced to work off the clock and
7 otherwise remain under Defendants' control during her meal periods.

8 17. The failure to maintain accurate timekeeping records perpetrated by Defendants
9 has also been exacerbated by other off the clock work Defendants required their Employees to
10 endure. For example, after clocking out, Plaintiff frequently performed additional work assisting
11 patients or colleagues who required assistance, especially during emergencies. Plaintiff was not
12 permitted to record this time because it would constitute unauthorized overtime and she would
13 face disciplinary action. Plaintiff and the Class members were also required to work or otherwise
14 remain under Defendants' control after their shift end times, including while remaining on-site
15 and through after hours work-related communications regarding scheduling and other work
16 requirements.

17 18. Defendants also paid Plaintiff and the other Class members various forms of
18 bonuses and per diem pay, along with gift cards and other forms of remuneration above and
19 beyond their regular hourly rates. Defendants neglected to record any gift cards or per diem on
20 wage statements in violation of Labor Code §§ 212 and 213. However, despite requiring Plaintiff
21 and the Class members to work extended shifts of over eight hours, Defendants both failed to pay
22 for all overtime hours actually worked and, upon information and belief, failed to pay that
23 overtime at the correct rate. More specifically, to the extent Defendants paid both overtime and a
24 bonus or per diem to Plaintiff and the Class members in the same pay period, Defendants
25 miscalculated and underpaid overtime hours by failing to include all forms of remuneration, i.e.
26 bonuses, per diems and the like, in the regular rate used to calculate and pay overtime.
27 Additionally, to the extent Defendants paid any sick pay to Plaintiff during these pay periods,
28 Defendants similarly miscalculated the rate at which it was paid by failing to account for all

1 forms of remuneration in the regular rate.

2 19. Defendants also failed to pay reporting time pay to Plaintiff and Class members. It
3 was common practice for Defendants to require Employees to call in before their shifts to confirm
4 they should show up to work. On numerous occasions, Plaintiff did so only to be turned away
5 upon arriving for her shift due to scheduling errors. In these instances, Defendants failed to pay
6 Employees for half of their usual or scheduled day's work or four hours at the correct rate of pay.

7 20. Plaintiff was therefore not paid for all her hours worked at the required minimum,
8 overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy
9 and practice of requiring her to work off the clock and without pay. Defendants systematically
10 underpaid Plaintiff and the Class members by failing to pay them at the required overtime rates
11 for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a
12 day at the required double time rate. Upon information and belief, the Class members were bound
13 by similar scheduling and timekeeping policies and endured similar violations at Defendants'
14 hands as Plaintiff.

15 21. Defendants have failed to maintain timekeeping records for Plaintiff that would
16 permit Plaintiff to discover the nature and extent of the off the clock work Defendants required
17 and the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours
18 worked, and by under-recording regular hours to the detriment of the Class members, Defendants
19 have committed knowing and intentional ongoing violations of the record keeping requirements
20 under the Labor Code, including section 1174, by either failing to maintain records or retaining
21 inaccurate ones.

22 22. The failure to pay for all hours worked and underpayment of wages to Plaintiff
23 and the Class members is and has been a direct consequence of Defendants' unlawful
24 compensation policies and practices, which upon information and belief applied uniformly to the
25 Class members working based out of Defendants' facilities throughout California. As a result of
26 the above-described unlawful requirements to work off the clock, the rounding and time shaving,
27 the failure to accurately record all hours worked and pay wages at the correct rates, and the other
28 wage violations they endured at Defendants' hands, Plaintiff and the Class members were not

properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

23. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

24. Defendants also failed to provide Plaintiff and the Class members with their required meal periods and at least two ten-minute rest breaks as required at a minimum for Plaintiff's scheduled shift durations. The above-described off-the-clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly failed to authorize and permit Plaintiff and the employee Class Members to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

25. More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but due to prioritizing patient care, Plaintiff was compelled to delay her meal periods or have them interrupted. The heavy workloads, patient demands, and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished, or they were required to remain under Defendants' control during meal periods. Furthermore, due to Defendants' policy of locking the gate, Employees were deterred from leaving the facility. If they did, it would inevitably cause Employees' meal periods to be shortened and interrupted by having to ring the doorbell and wait for a staff member to open it. By locking Employees into their facilities during meal periods, Defendants again exerted unlawful control over them and thus failed to pay them for these hours worked.

1 26. Therefore, meal period violations systematically occurred ongoing throughout all
2 of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
3 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
4 To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all
5 forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour
6 premium payment. Upon information and belief, the other Class members were subjected to
7 similar unlawful policies and practices and endured similar violations as Plaintiff.

8 27. Defendants thus failed to provide all the legally required unpaid, off-duty meal
9 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
10 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
11 members were required to perform work as ordered by Defendants for more than five hours during
12 a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants
13 followed a practice of requiring off the clock work in a manner that would impact when
14 Employees were to receive meal periods and rest breaks and required them to respond to work
15 demands during breaks, thus leading to further violations.

16 28. Upon information and belief, Defendants' systems did not automatically generate a
17 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
18 into a work shift or in the event the time punch records reflected a meal period of less than thirty
19 minutes. However, upon information and belief, in the event Defendants did pay any meal period
20 premiums, they did so at the employee's customary regular rate of hourly compensation without
21 including all forms of remuneration in that hourly rate calculation, for example by omitting
22 bonuses or per diems and the like from the rate at which meal premiums were paid.

23 29. Defendants thus followed uniformly applied policies of not providing all required
24 meal periods to their Employees. Meal periods were often not properly provided, as work
25 demands impermissibly shortened their breaks. When Plaintiff and the Class members were able
26 to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour
27 of work. Additionally, as addressed above, Defendants followed a practice of requiring off the
28 clock work in a manner that would impact when Employees were to receive meal periods and rest

breaks, thus leading to further violations.

30. As a result, Defendants' failure to provide Plaintiff and the Class members with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Class members were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or more of the following manners:

- (a) Class members were not provided full thirty-minute duty free meal periods for work days in excess of five hours and were not compensated one hour's wages in lieu thereof, or were not compensated at the correct regular rate of compensation, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);
- (b) Class members were not provided second full thirty-minute duty free meal periods for work days in excess of ten hours;
- (c) Class members were required to work through at least part of their daily meal period(s);
- (d) Meal periods were provided after five hours of continuous work during a shift; and
- (e) Class members were restricted in their ability to take a full thirty-minute meal period.

31. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members

1 were either not authorized permitted the opportunity to take a rest break, or were required to
2 remain under Defendants' control and respond to work and patient demands if and when they
3 even attempted to take one. Upon information and belief, Defendants thus also failed to authorize
4 and permit employees to leave the premises during rest breaks, evidencing Defendants' policy
5 and practice of requiring Plaintiff and the Class members to remain under their control during
6 required off-duty rest break times.

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

20 33. Defendants' uniformly applied policies and practices thus resulted in untimely and
21 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
22 members worked shifts of at least eight hours, which required at least two rest breaks, and often
23 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions
24 when Defendants authorized and permitted Plaintiff to take a first rest break, she was not
25 permitted to take a second or a third break, and those that were provided were often late and
26 generally interrupted by job duties and requirements.

27 34. During rest periods, employers must relieve employees of all duties and relinquish
28 control over how employees spend their time. Plaintiff and the Class members were and are under

1 Defendants' control when they are working through rest breaks and remaining under Defendants'
2 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
3 breaks to Plaintiff and the Class members. Plaintiff and the Employees in the Class were thus not
4 authorized and permitted to take lawful rest periods, were systematically required by Defendants
5 to work through or during breaks, and were not provided with one hour's wages in lieu thereof.
6 They were required to remain on-duty during breaks or portions of their breaks, thus making
7 them either untimely or shortened and on-duty, and they were also prevented from leaving the
8 premises and otherwise remain under Defendants' control during rest breaks under Defendants'
9 uniformly applied policies and practices. Rest period violations therefore arose in one or more of
10 the following manners:

- 11 (a) Class members were required to work without being provided a minimum
12 ten minute rest period for every four hours or major fraction thereof worked
13 and were not compensated one hour of pay at their regular rate of
14 compensation for each workday that a rest period was not provided;
- 15 (b) Class members were not authorized and permitted to take timely rest periods
16 for every four hours worked, or major fraction thereof; and
- 17 (c) Class members were required to remain on-duty and under Defendants'
18 control during rest periods or otherwise had their rest periods interrupted by
19 work demands.

20 35. From at least four years prior to the filing of this lawsuit and continuing to the
21 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
22 deducting the Employees' earned wages, including by the above described off the clock work and
23 rounding and time shaving and on-duty work while on unpaid meal breaks. By not compensating
24 Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of
25 Labor Code § 221.

26 36. Defendants also violated California Labor Code § 246 by not providing all required
27 paid sick days to Plaintiff and the Class members. Labor Code § 246 provides that an Employee
28 who "works in California for the same employer for 30 or more days within a year from the

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

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

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

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

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

1 pay for all regular and overtime hours worked and submitted by Plaintiff and the Class members,
2 including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

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

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

23 42. Additionally, from at least four years prior to the filing of this lawsuit and
24 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
25 incur necessary business expenses in the course of performing their required job duties without
26 reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to
27 work communications from supervisors and tools such as a thermometer and blood pressure cuff.
28 Plaintiff and the Class members must be reimbursed for these necessary business expenses under

1 Labor Code § 2802, and Defendants systematically failed to do so.

2 43. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
3 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
4 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
5 1194.2 1197, 1198, 1198.5, and 1199, 2802, 2810.5, and 2698 *et seq.*, and California Code of
6 Regulations, Title 8, section 11000 *et seq.*

7 44. Moreover, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
8 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
9 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
10 fraudulent practices alleged in this Complaint.

11 **CLASS ALLEGATIONS**

12 45. Plaintiff brings this class action on behalf of herself and all others similarly situated
13 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or
14 “Class members”) defined as follows: “All individuals employed by Defendants at any time
15 during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
16 determined by the Court (“the Class Period”), and who have been employed as non-exempt,
17 hourly employees within the State of California.” This includes Certified Nursing Assistants
18 (CNAs), Licensed Vocational Nurses (LVNs), caregivers, resident aids, and those in similar and
19 related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as
20 follows:

21 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
22 compensated for all hours worked for Defendants at the applicable minimum wage.

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

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

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

e. Subclass 5. Reporting Time Pay Subclass: All Class members who were not compensated reporting time pay.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

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

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

j. Subclass 10. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

k. Subclass 11. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

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

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

1 modify the class description with greater particularity or to provide further division into subclasses
2 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
3 against Defendants, the Class Period should be adjusted accordingly.

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

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

18 **A. Numerosity**

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

25 **B. Commonality**

26 50. There are questions of law and fact common to the Class that predominate over any
27 questions affecting only individual Class members. The common questions are numerous and
28 substantial and flow from Defendants’ uniform policies and/or practices of violating the California

1 Labor Code addressed above. As such, these common questions predominate over individual
2 questions concerning each individual Class Member's showing as to his or her eligibility for
3 recovery or as to the amount of damages. These common questions of law and fact include:

- 4 a. Whether Defendants failed to pay Employees minimum wages;
- 5 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 6 c. Whether Defendants failed to pay Employees overtime as required under Labor
7 Code § 510;
- 8 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
9 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
10 premium pay in lieu thereof;
- 11 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
12 Orders, by failing to authorize and permit Employees to take requisite rest breaks
13 or provide premium pay in lieu thereof;
- 14 f. Whether Defendants paid reporting time pay under the applicable wage order and 8
15 CCR § 11050(5);
- 16 g. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
17 providing employees with all required sick days and COVID-19 supplemental sick
18 leave;
- 19 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with
20 inaccurate wage statements;
- 21 i. Whether Defendants violated Labor Code § 221;
- 22 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
23 wages and compensation due and owing at the time of termination of employment;
- 24 k. Whether Defendants' conduct was willful;
- 25 l. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
26 IWC Wage Orders by failing to maintain accurate records of Class members'
27 earned wages and work periods;
- 28 m. Whether Defendants violated Labor Code § 1194 by failing to compensate all

Employees during the relevant time period for all hours worked, whether regular or overtime;

m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;

n. Whether Defendants violated Labor Code § 2802 by failing to reimburse Employees all necessary business expenses;

o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **SECOND CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

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

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

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

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

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

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

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

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

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

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

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

28

1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

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

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

24 85. Moreover, Defendants failed to compensate Employees for each meal period not
25 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
26 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
27 employee a meal period in accordance with this section, the employer shall pay the employee one
28 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal

1 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
2 period premiums, they upon information and belief underpaid them by miscalculating the regular
3 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
4 compensate the Employees in the Class for each meal period not provided or inadequately
5 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
6 Wage Order.

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

13 **FOURTH CAUSE OF ACTION**

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

15 **(Against All Defendants)**

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

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

21 89. Employees consistently worked consecutive four hour shifts and were generally
22 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
23 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
24 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
25 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
26 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
27 to schedule or otherwise authorize and permit Plaintiff and the Class members to take lawful rest
28 breaks. Employees were often required to work or to otherwise remain under Defendants' control

1 during rest periods, including by responding to work requirements, and had breaks provided
2 untimely as a result of the above described off the clock work.

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

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

10 92. Defendants failed to authorize and permit Plaintiff and the Class members to take
11 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
12 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
13 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
14 12 and 20 of the applicable IWC Wage Orders.

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

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PAY REPORTING TIME PAY UNDER WAGE ORDER 5-2001,**

22 **8 CCR § 11050(5)**

23 **(Against All Defendants)**

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

26 95. Wage Order 5-2001 provides that "[e]ach workday an employee is required to report
27 for work and does report, but is not put to work or is furnished less than half said employee's usual
28 or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but

1 in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate
2 of pay, which shall not be less than the minimum wage.” Cal. Code Regs., tit, 8, § 11050(5)(A).

3 96. As set forth herein, Plaintiff and Employees were required to report for work and
4 were sent home before half of their scheduled days’ work. Defendants failed to pay Plaintiff and
5 Employees for half of their scheduled days’ work in violation of the applicable Wage Order.

6 97. As a direct and proximate results of Defendants' actions as set forth herein, Plaintiff
7 and the Class have been damaged in that Plaintiff and the Class have not been paid all required
8 reporting time pay.

9 98. Consequently, pursuant to the California Labor Code, including Labor Code §§
10 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
11 paragraphs 5(A-D), Defendants are liable to Employees for the full amount of all their unpaid
12 wages, including reporting time pay, with interest, plus their reasonable attorneys’ fees and costs,
13 as well as the assessment of any statutory penalties against Defendants, and each of them, and
14 any additional sums as provided by the Labor Code and/or other statutes.

15 **SIXTH CAUSE OF ACTION**
16 **VIOLATION OF LABOR CODE § 226(a)**
17 **(Against All Defendants)**

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

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

27 101. Defendants failed to provide Plaintiff and the similarly situated Employee Class
28 members with accurate itemized wage statements in writing, as required by the Labor Code and

1 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
2 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
3 including for all overtime and double time hours worked and for deficient meal periods and rest
4 breaks, all of which Defendants knew or reasonably should have known were owed to the
5 Employees, as alleged above.

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

18 103. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
19 and intentional failure to provide them with the wage and hour statements as required by law and
20 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
21 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
22 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
23 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
24 wage statement alone one or more of the following: (i) The amount of the gross wages or net
25 wages paid to the employee during the pay period or any of the other information required to be
26 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
27 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
28 wages paid to the employee during the pay period, (iii) The name and address of the employer

1 and, (iv) The name of the employee and only the last four digits of his or her social security
2 number or an employee identification number other than a social security number. For purposes
3 of Labor Code § 226(e) “promptly and easily determine” means a reasonable person [i.e. an
4 objective standard] would be able to readily ascertain the information without reference to other
5 documents or information.

6 104. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
7 are required “to pay each employee, on the established payday for the period involved, not less
8 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
9 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
10 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members
11 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
12 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
13 IWC Wage Orders.

14 105. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
15 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
16 Class suffered injuries, including among other things confusion over whether they received all
17 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
18 them to make mathematical computations to analyze whether the wages paid in fact compensated
19 them correctly for all hours worked.

20 106. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
21 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
22 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
23 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
24 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
25 an award of costs and reasonable attorneys’ fees.

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

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

108. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay for all hours worked. Defendants failed to do so.

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

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

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

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

112. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment

1 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
2 calendar days following the close of the payroll period.” As detailed above, Defendants
3 maintained a consistently applied policy and practice of not paying all wages earned between the
4 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
5 between the 16th and the last day of the month between the 1st and 10th day of the following month.
6 Defendants similarly failed to pay all wages earned by not more than seven calendar days
7 following the close of the payroll period.

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

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

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

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NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

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

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

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

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

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

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

1 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
2 “violates...any provision of this chapter or any order or ruling of the commission.”

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

7 **TENTH CAUSE OF ACTION**

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

9 **(Against All Defendants)**

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

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

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

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

23 127. Defendants have maintained a common unlawful policy and practice of failing to
24 accurately record all hours worked and all meal period start and end times and by adjusting or
25 otherwise rounding and shaving them down.

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

28 129. Accordingly, Defendants are liable for civil penalties pursuant to the California

1 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

2 **ELEVENTH CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

7 131. Plaintiff is informed and believes and based thereon alleges that throughout the
8 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
9 related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred
10 in responding to work communications from supervisors and tools such as a thermometer and
11 blood pressure cuff. Plaintiff and the Class members must be reimbursed for these necessary
12 business expenses under Labor Code § 2802 and Defendants failed to do so.

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

17 133. Defendants' knowing and willful failure to reimburse lawful necessary work related
18 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
19 things, Defendants did not inform employees of their right to be reimbursed for those work related
20 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
21 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
22 necessary expenses was an expected and essential function of their employment with Defendants
23 and that failure to incur those expenses would have adverse consequences on their employment.

24 134. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
25 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
26 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
27 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
28 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the

1 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

2 **TWELFTH CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

11 136. Plaintiff is a "person" within the meaning of Business & Professions Code
12 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
13 injunctive relief, restitution, and other appropriate equitable relief.

14 137. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
15 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
16 fraudulent in that Defendants' policy and practice failed to provide the required amount of
17 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
18 Class members for all hours worked, due to systematic business practices as alleged herein that
19 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
20 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
21 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
22 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

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

1 comply with minimum labor standards.

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

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

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

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

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

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

1 Defendants have unlawfully failed to pay.

2 **THIRTEENTH CAUSE OF ACTION**
3 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***
4 **(Against All Defendants)**

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

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

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

18 148. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
19 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
20 including the penalty provisions, without limitation, based, inter alia, on the following California
21 Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558,
22 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and
23 2698 *et seq.*

24 149. More specifically, after complying with the notice procedures of Labor Code §
25 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
26 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
27 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
28 including as follows:

1 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
2 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
3 premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198,
4 and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all
5 civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2,
6 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to
7 Labor Code § 2699(g)(1);

8 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
9 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
10 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
11 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
12 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
13 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
14 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
15 pursuant to Labor Code § 2699(g)(1);

16 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
17 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
18 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
19 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
20 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
21 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
22 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
23 providing inaccurate wage statements and failing to maintain records as required under Labor
24 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
25 Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a
26 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
27 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
28 citation, ...";

1 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
2 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
3 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§
4 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC
5 Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

6 (e) Unlawful Deductions and Failure to Reimburse Business Expenses: For
7 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the
8 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
9 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties
10 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and
11 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
12 pursuant to Labor Code § 2699(g)(1);

13 (f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For
14 Defendants' failure to provide Employees with all their required and earned sick days and all their
15 COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil
16 and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5,
17 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to
18 Labor Code § 2699(g)(1); and

19 (g) Failure to Pay Reporting Time Pay: For Defendants failure to provide Employees
20 with all their required reporting time pay in violation of Wage Order 5-2001 and 8 § CCR
21 11050(5) and civil and statutory penalties available and applicable under Labor Code §§ 204, 558,
22 including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and
23 costs pursuant to Labor Code § 2699(g)(1); and

24 (h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor
25 Code § 2810.5, and any above-addressed violation of the applicable provisions of the Labor Code
26 and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5,
27 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of
28 the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §

1 2699(g)(1).

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

4 (a) Any employer or other person acting on behalf of an employer who
5 violates, or causes to be violated, a section of this chapter or any provision
6 regulating hours and days of work in any order of the Industrial Welfare
7 Commission shall be subject to a civil penalty as follows: (1) For any initial
8 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
9 which the employee was underpaid in addition to an amount sufficient to recover
10 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
11 each underpaid employee for each pay period for which the employee was
12 underpaid in addition to an amount sufficient to recover underpaid wages...

13 (b) If upon inspection or investigation the Labor Commissioner determines that
14 a person had paid or caused to be paid a wage for overtime work in violation of any
15 provision of this chapter, or any provision regulating hours and days of work in any
16 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
17 citation. The procedures for issuing, contesting, and enforcing judgments for
18 citations or civil penalties issued by the Labor Commissioner for a violation of this
19 chapter shall be the same as those set out in Section 1197.1.

20 (c) The civil penalties provided for in this section are in addition to any other
21 civil or criminal penalty provided by law.

22 151. Plaintiff has exhausted her administrative remedies by submitting a certified letter
23 to the LWDA and Defendants on April 25, 2024 (LWDA-CM-1024620-24) addressing in detail
24 the specific provisions of the Labor Code Defendants have violated and addressing the facts and
25 legal theories to support the alleged violations and requested penalties. The LWDA has not
26 provided notice of its intent to investigate the alleged violations within 65 calendar days of the
27 postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the
28 violations addressed herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;

3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
14. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
15. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
16. For penalties under Labor Code § 558, as may be proven;

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

DATED: August 5, 2024

D.LAW, INC.

By



David Yeremian
Alvin B. Lindsay
Tania Fonseca
Attorneys for Plaintiff
Valerie A. Williams and all others similarly
situated

DEMAND FOR JURY TRIAL

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

DATED: August 5, 2024

D.LAW, INC.

By



David Yermian
Alvin B. Lindsay
Tania Fonseca
Attorneys for Plaintiff
Valerie A. Williams and all others similarly
situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205

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[] (BY ELECTRONIC SERVICE VIA CASE ANYWHERE) Based on a court order, I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

California.


Sasha Zambrano

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: VALERIE A. WILLIAMS vs SOUTH COAST HEALTH & WELLNESS CORPORATION, et al.	CASE NUMBER: 24STCV10471
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	

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

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 10327592_2024_08_05_13_38_20_226_4
 Submission Number: 24LA01314164
 Court Received Date: 08/05/2024
 Court Received Time: 1:40 pm
 Case Number: 24STCV10471
 Case Title: VALERIE A. WILLIAMS vs SOUTH COAST HEALTH & WELLNESS CORPORATION, et al.
 Location: Spring Street Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$35,000
 Notice Generated Date: 08/05/2024
 Notice Generated Time: 3:38 pm

Documents Electronically Filed/Received

Status

Amended Complaint	Accepted
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Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
 Contact: Legal Connect
 Phone: (800) 909-6859