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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE

MIRANDA OLDHAM, individually, on a  
representative basis, and on behalf of all  
others similarly situated;

Plaintiff,

vs.

TOWN HOSPICE & PALLIATIVE CARE,  
LLC, a California Limited Liability  
Company; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2402951  
*[Assigned to Hon. Harold W. Hopp, Dept 1,  
for all purposes]*

**FIRST AMENDED COMPLAINT**

**CLASS ACTION CLAIMS**

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

**PAGA CLAIMS**

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

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

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against her employers, Defendants Town Hospice &  
5 Palliative Care, LLC dba Suncrest Hospice Inland Empire, and DOES 1 through 20, inclusive,  
6 (collectively, the “Defendants”) on behalf of herself and all other current and former nonexempt  
7 employees employed by Defendants in California within the last four years (the “Represented  
8 Employees”), for Defendants’ violations of the California Labor Code stemming from  
9 Defendants’ failure to pay all wages owed, including minimum and regular wages, failure to pay  
10 for overtime wages, failure to provide mandated meal periods and rest breaks, failure to  
11 reimburse business expenses, failure to timely pay wages, failure to provide accurate itemized  
12 wage statements, and failure to maintain employment records, among other claims.

13 2. Plaintiff was employed by Defendants from approximately January 2023 through  
14 May 2024.

15 3. Plaintiff alleges on information and belief that the Represented Employees were  
16 subjected to the same policies, working conditions, and corresponding wage and hour violations  
17 to which Plaintiff was subjected during her employment.

18 4. Plaintiff and the Represented Employees were not provided all minimum, regular,  
19 and overtime wages due to Defendants’ failure to accurately record and compensate for all hours  
20 worked.

21 5. Plaintiff and the Represented Employees were also denied 30-minute off-duty  
22 meal periods, as mandated by California law. As a result of Defendants’ policies and practices,  
23 the Represented Employees were subjected to meal period violations when they were: (1) unable  
24 to take a meal period due to workload, (2) forced to take an on-duty meal period while under the  
25 control of the Company, (3) forced to take a shortened meal period, (4) forced to take a meal  
26 period after the 5th hour of work, and (5) not provided a mandated second meal period for shifts  
27 in excess of 10 hours.  
28

1           6. Defendants also failed to provide Plaintiff and the Represented Employees with  
2 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as  
3 mandated by California law. Defendants did not schedule rest breaks and the Represented  
4 Employees were often not authorized and/or permitted to take mandated rest breaks due to being  
5 overwhelmed by their hectic workload. Furthermore, on occasions when Plaintiff and the  
6 Represented Employees worked longer shifts, Defendants failed to authorize and/or permit  
7 mandated third or fourth rest breaks.

8           7. Also, Defendants required Plaintiff and the Represented Employees to incur  
9 substantial business-related expenses and costs without reimbursement. For example, Plaintiff  
10 and the Represented Employees used their personal cell phones to complete paperwork, patient  
11 charts, etc., yet Defendants did not provide reimbursement for this expense.

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

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

20           10. Plaintiff alleges that Defendants' violations of the wage and hour components of  
21 the Labor Code and IWC Wage Orders enabled it to decrease expenses and to increase its level  
22 of productivity and profits, thereby allowing Defendants to gain an unfair advantage over its  
23 competitors.

24           11. At all material times, Defendants and DOES 1 through 20 were and/or are  
25 Represented Employees' employers or persons acting on behalf of Represented Employees'  
26 employer, within the meaning of California Labor Code § 558, who violated or caused to be  
27 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating  
28 hours and days of work in any Order of the Industrial Welfare Commission and, as such, are

subject to penalties for each underpaid employee as set forth in Labor Code § 558 and under California law.

12. Plaintiff brings this lawsuit seeking declaratory, injunctive, equitable, and monetary relief against Defendants and each of them, on behalf of herself and the Represented Employees to recover, among other things, unpaid wages and benefits, interest, attorneys' fees, penalties, costs and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 218.6, 221, 223, 226, 226.2, 226.3, 226.7, 512, 558, 1174(d), 1194, 1194.2, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, among possibly other sections inadvertently omitted. Plaintiff also reserves the right to name additional representatives throughout the State of California.

## **II. JURISDICTION**

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

## **III. VENUE**

14. Venue as to each Defendant is proper in this Court pursuant to Code of Civil Procedure §§ 395(a) and 395.5. Defendants transact business in Riverside County and the unlawful acts alleged herein have a direct effect on Plaintiff and the Represented Employees in Riverside County. Furthermore, Defendants employed or employ Plaintiff and Represented Employees in Riverside County.

## **IV. PARTIES**

### **Plaintiff**

15. Plaintiff and Class Representative Miranda Oldham was employed by Defendants from approximately January 2023 through May 2024 and performed work for Defendants in Riverside County.

### **Defendants**

16. Plaintiff is informed and believes and thereon alleges that Defendant Town Hospice & Palliative Care, LLC dba Suncrest Hospice Inland Empire is a California limited liability company authorized to and doing business in Riverside County, California, and is and/or was the legal employer of Plaintiff and the Represented Employees during the applicable

1 statutory periods.

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

9         18. Plaintiff is informed and believes and thereon alleges that she and the Represented  
10 Employees worked under the joint direction and control of Defendants and that Defendants, and  
11 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,  
12 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of  
13 each Defendant are legally attributable to the other Defendants. On information and belief, a  
14 unity of interest and ownership between each Defendant exists such that all Defendants acted as  
15 a single employer of Plaintiff and other Represented Employees.

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

22         20. Plaintiff is informed and believes and thereon alleges that, in conducting  
23 themselves in the manner described herein, Defendants, and each of them, were acting in active  
24 concert with one another such that the acts of each were and are fully attributable to the others in  
25 all material respects. Plaintiff is further informed and believes that at all relevant times  
26 Defendants and each of them are now, and at all material times herein mentioned were, the  
27 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining  
28 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and

1 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of  
2 their remaining co-Defendants.

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

11 22. Pursuant to Labor Code § 2699.3(a), Plaintiff has provided providing written  
12 notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by  
13 certified mail to Defendants of the specific provisions of the Labor Code alleged to have been  
14 violated, including the facts and theories to support the alleged violations. The waiting period  
15 imposed by Labor Code § 2699.3(a)(2)(A) has elapsed. In accordance with Labor Code §  
16 2699(g)(1), Plaintiff reserves the right to amend this complaint or bring a separate complaint  
17 within 60 days of: 1) receipt of notice from the LWDA that it does not intend to investigate the  
18 alleged violation, or 2) if no notice is provided by the LWDA. Pursuant to Labor Code §  
19 2699.3(a)(2)(C), “[n]otwithstanding any other provision of law, a plaintiff may as a matter of  
20 right amend an existing complaint to add a cause of action arising under this part at any time  
21 within 60 days of the time periods specified in this part.”

22 **V. CLASS ACTION ALLEGATIONS**

23 23. Plaintiff incorporates the preceding paragraphs of the First Amended Complaint  
24 (the “Complaint”) as if fully alleged herein.

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

27 25. The relevant time period for this class action is defined as the time period  
28 beginning four years prior to the filing of this action until class certification (the “Relevant Time

Period”).

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

**California Class**

All current and former nonexempt employees who resided in California and who were employed by Defendants at any time during the Relevant Time Period.

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

28. Plaintiff, as Class Representative, is a member of the class that she seeks to represent.

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

30. **Numerosity:** The potential members of the Class as defined are so numerous that a joinder of all Represented Employees is impracticable. Although the exact number is currently unknown to Plaintiff, this information is easily ascertainable from Defendants’ payroll and personnel records.

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

i. Whether Defendants violated the California Labor Code and IWC Wage Order by failing to pay proper minimum and regular wages to Plaintiff and the Represented Employees for all hours worked;

ii. Whether Defendants violated California Labor Code and IWC Wage Order by paying the Represented Employees on a piece-rate basis yet not providing separate hourly compensation for rest periods and other nonproductive time;

1           iii.     Whether Defendants violated the California Labor Code and applicable  
2 IWC Wage Order by failing to provide paid rest breaks to Plaintiff and the Represented  
3 Employees and whether Defendants failed to compensate Plaintiff and the Represented  
4 Employees with one additional hour of wages at the regular rate of pay for each instance when a  
5 paid rest break was not provided;

6           iv.     Whether Defendants violated the California Labor Code and applicable  
7 IWC Wage Order by failing to provide compliant meal periods to Plaintiff and the Represented  
8 Employees and whether Defendants failed to compensate Plaintiff and the Represented  
9 Employees with one additional hour of wages at the regular rate of pay for each instance when a  
10 compliant meal period was not provided;

11           v.     Whether Defendants violated the California Labor Code and applicable  
12 IWC Wage Order by failing to reimburse Plaintiff and the Represented Employees for business  
13 expenses incurred while discharging their duties or in obedience to the directions of their  
14 employer;

15           vi.     Whether Defendants violated the California Labor Code by failing to  
16 timely pay all wages due upon separation of employment between Defendants and Plaintiff and  
17 Represented Employees, whether such separation was voluntary or involuntary;

18           vii.    Whether Defendants violated the California Labor Code by failing to  
19 provide Plaintiff and Represented Employees with complete, accurate, itemized wage statements;

20           viii.   Whether Defendants violated California Business & Professions Code §§  
21 17200 *et seq.* due to the: failure to pay all wages owed, failure to provide mandated paid rest  
22 breaks, failure to provide mandated meal periods, failure to reimburse business expenses, and  
23 failure to timely pay final wages; and

24           ix.     Whether Plaintiff and Represented Employees are entitled to equitable  
25 relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

26        32.     **Typicality:** Plaintiff's claims, as the Class Representative, are typical of the  
27 claims of The Class. Plaintiff, like other members of The Class, was subjected to Defendants'  
28 ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all

1 wages owed, failure to provide mandated meal periods, failure to provide mandated paid rest  
2 breaks, failure to reimburse business expenses, failure to timely pay final wages, and failure to  
3 provide accurate itemized wage statements.

4 33. **Adequacy of Representation.** Plaintiff, as the Class Representative, will fairly  
5 and adequately represent and protect the interests of the Class. Plaintiff's interests are not in  
6 conflict with those of the Class. Class Representative's counsel are competent and experienced in  
7 litigating large employment class actions and other complex litigation matters, including cases  
8 like this case.

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

### 17 **FIRST CAUSE OF ACTION**

#### 18 **FAILURE TO PAY MINIMUM WAGES**

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

20 35. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
21 alleged herein.

22 36. Plaintiff and the Represented Employees were not exempt from the requirement  
23 to be paid at least the applicable California minimum wage throughout the statutory period for  
24 each hour worked.

25 37. Plaintiff and the Represented Employees were not provided proper minimum and  
26 regular wages due to Defendants' failure to accurately record and compensate for all hours  
27 worked. As a result of this policy and practice, Plaintiff and the Represented Employees were  
28 required to perform off-the-clock work that Defendants either knew or should have known they

1 were performing.

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

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

8 40. Defendants' conduct was willful, as Defendants knew that Plaintiff and the  
9 Represented Employees were entitled to be paid wages throughout the statutory period for each  
10 hour worked, including proper minimum wages, yet Defendants chose not to pay them in  
11 accordance thereto.

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

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

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

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

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

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

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

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

13                                 **THIRD CAUSE OF ACTION**

14                                 **FAILURE TO PROVIDE REST BREAKS**

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

16          56.     Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
17 alleged herein.

18          57.     Plaintiff and the Represented Employees are and/or were employees of  
19 Defendants who did not receive proper protections and benefits of the laws governing mandatory  
20 rest breaks.

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

23          59.     The IWC Wage Order § 12 states, in part, that every employer shall authorize and  
24 permit all employees to take rest periods, which insofar as practicable shall be in the middle of  
25 each work period. Employees shall receive a 10-minute rest period every four hours or major  
26 fraction thereof that they are required to work. Authorized rest period time shall be counted, as  
27 hours worked, for which there shall be no deduction from wages.  
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1           60. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage  
2 Order, Defendants shall pay Plaintiff and the Represented Employees one additional hour of pay  
3 at her regular rate of compensation for each day that the rest period is not provided.

4           61. Defendants also failed to provide Plaintiff and the Represented Employees with  
5 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as  
6 mandated by California law. Defendants did not schedule rest breaks and the Represented  
7 Employees were often not authorized and/or permitted to take mandated rest breaks due to being  
8 overwhelmed by their hectic workload. Furthermore, on occasions when Plaintiff and the  
9 Represented Employees worked in excess of 10 hours in a shift, Defendants failed to authorize  
10 and/or permit a third mandated rest break.

11           62. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage  
12 Order every pay period with respect to Plaintiff and the Represented Employees because Plaintiff  
13 and the Represented Employees were not provided with all mandatory rest periods and  
14 Defendants failed to pay Plaintiff and the Represented Employees one additional hour of  
15 compensation in lieu thereof.

16           63. At all relevant times herein, Defendants failed to provide Plaintiff and the  
17 Represented Employees all mandated rest breaks and failed to pay wage premiums in lieu of  
18 mandated rest periods, thereby receiving an economic benefit.

19           64. By their failure to provide Plaintiff and the Represented Employees with rest  
20 breaks as required by California law, and failing to pay one hour of additional wages in lieu of  
21 each rest break not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and  
22 IWC Wage Order § 12. Accordingly, Defendants are liable for one hour of additional wages at  
23 the employee's regular rate of compensation for each workday that a paid rest break was not  
24 lawfully provided in an amount to be proven at time of trial.

25           65. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,  
26 and IWC Wage Order § 12, Defendants, and each of them, are liable to Plaintiff and the  
27 Represented Employees for unpaid wage premiums, penalties, costs, and interest.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

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

4 66. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
5 alleged herein.

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

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

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

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

21 71. At all relevant times herein, Plaintiff and the Represented Employees were denied  
22 the 30-minute meal periods to which they were entitled. As a result of Defendants' policies and  
23 practices, Plaintiff and the Represented Employees were subjected to meal period violations  
24 when they were: (1) unable to take an off-duty meal period due to workload, (2) forced to take a  
25 meal period after the 5th hour of work, and (3) not provided a mandated second meal period on  
26 occasions on shifts in excess of 10 hours.

27 72. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage  
28 Order every pay period with respect to Plaintiff and the Represented Employees because Plaintiff

1 and the Represented Employees were not provided with all mandatory meal periods and  
2 Defendants failed to pay Plaintiff and the Represented Employees one additional hour of  
3 compensation at the regular rate of pay in lieu thereof.

4 73. At all relevant times herein, Defendants failed to provide Plaintiff and the  
5 Represented Employees all mandated meal periods and failed to pay wage premiums in lieu of  
6 mandated meal or rest periods, thereby receiving an economic benefit.

7 74. On information and belief, Plaintiff and the Represented Employees did not  
8 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers  
9 obtained from Plaintiff and the Represented Employees were not willfully obtained, were not  
10 voluntarily agreed to, were a condition of employment, or were a part of a contract of an  
11 unlawful adhesion. Defendants did not permit or authorize Plaintiff and the Represented  
12 Employees to take meal periods in accordance with California law.

13 75. By their failure to provide Plaintiff and the Represented Employees with meal  
14 periods as required by California law, and failing to pay one hour of additional wages in lieu of  
15 each meal period not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and  
16 IWC Wage Order § 11. Accordingly, Defendants are liable for one hour of additional wages at  
17 the employee's regular rate of compensation for each work day that a meal period was not  
18 lawfully provided in an amount to be proven at time of trial.

19 76. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,  
20 and IWC Wage Order § 11, Defendants, and each of them, are liable to Plaintiff and the  
21 Represented Employees for unpaid wage premiums, penalties, costs, and interest.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

24 (Labor Code § 2802)

25 77. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
26 alleged herein.

27 78. Plaintiff and the Represented Employees are and/or were employees of  
28 Defendants who did not receive proper protections and benefits of the laws governing

1 reimbursement of business expenses.

2         79. Labor Code § 2802(a) requires that the employer indemnify its employees for  
3 expenses incurred while discharging their duties or in obedience to directions of their employer.

4         80. At all relevant times herein mentioned, as a condition of employment, Defendants  
5 required Plaintiff and the Represented Employees to incur substantial business-related expenses  
6 and costs without reimbursement. For example, Plaintiff and the Represented Employees used  
7 their personal cell phones to complete paperwork, patient charts, etc., yet Defendants did not  
8 provide reimbursement for this expense.

9         81. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they  
10 failed to reimburse Plaintiff and the Represented Employees for expenses incurred as a direct  
11 consequence of Plaintiff's employment with Defendant and/or under the direction of Defendants.

12         82. At all relevant times herein, Defendants failed to reimburse the Represented  
13 Employees, including Plaintiff, for expenses incurred while discharging duties to Defendants,  
14 thereby receiving an economic benefit.

15         83. As a direct result of Defendants' violation of Labor Code § 2802 and IWC Wage  
16 Order § 9(B), Plaintiff and the Represented Employees have suffered, and continue to suffer,  
17 substantial losses related to such incurred expenses, expenses, and attorney's fees in seeking to  
18 compel Defendants to fully perform their obligations under the law, all in an amount to be  
19 proved at time of trial.

20         84. Labor Code § 2802(b) states that "[a]ll awards made by a Court for  
21 reimbursement of necessary expenditures" shall carry interest, at the same rate as judgments in  
22 civil actions, and said interest will accrue from the date on which the employee incurred the  
23 necessary expenditure or loss including, but not limited to, reasonable costs and attorney's fees  
24 incurred by the employee enforcing the rights granted pursuant to Labor Code § 2802. The exact  
25 amount of the necessary expenditures or losses is in an amount to be proven at time of trial.

26         85. Furthermore, Labor Code § 2802(c) states that "[f]or the purposes of this section,  
27 the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not  
28 limited to, attorney's fees incurred by the employee in enforcing the rights granted by this

1 section.” Therefore, Plaintiff and the Represented Employees seek to recover the unreimbursed  
2 expenses, interest on the unreimbursed expenses, and the costs and attorney’s fees necessarily  
3 incurred in pursuing same. The exact amount of reimbursements, interest, costs, and attorney’s  
4 fees will be in an amount to be proved at the time of trial.

5 **SIXTH CAUSE OF ACTION**

6 **FAILURE TO TIMELY PAY FINAL WAGES**

7 (Labor Code §§ 201 – 203)

8 86. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
9 alleged herein.

10 87. Plaintiff and the Represented Employees are and/or were employees of  
11 Defendants who did not receive proper protections and benefits of the laws governing the timing  
12 and payment of wages.

13 88. Labor Code § 201 requires that the employer immediately pay any wages, without  
14 abatement or reduction, to any employee who is discharged.

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

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

21 91. At all relevant times, Defendants employed a policy and practice whereby  
22 Plaintiff and the Represented Employees were not paid all wages due and owing upon separation  
23 of employment within the time required by Labor Code §§ 201 and 202.

24 92. Also, at all relevant times, Defendants engaged in the practice of failing to pay all  
25 wages due and owing to Plaintiff and the Represented Employees upon separation of  
26 employment, including, but not limited to, minimum and regular wages, as well as meal and rest  
27 period premiums.  
28

1           93.     Plaintiff alleges that, at all times material to this action, Defendants had a planned  
2 pattern and practice of failing to timely pay Plaintiff and the Represented Employees all wages  
3 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.  
4 Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiff and the Represented  
5 Employees the above-described waiting time penalty, all in an amount to be shown according to  
6 proof at trial and within the jurisdiction of this Court.

7                               **SEVENTH CAUSE OF ACTION**

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

9                               (Labor Code § 226)

10           94.     Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
11 alleged herein.

12           95.     Plaintiff and the Represented Employees are and/or were employees of  
13 Defendants who did not receive proper protections and benefits of the laws governing the  
14 provision of accurate itemized wage statements.

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

21           97.     Defendants violates Labor Code § 226(a) every pay period with respect to  
22 Plaintiff and the Represented Employees because the wage statements that Defendants issued to  
23 Plaintiff and the Represented Employees failed to provide any information regarding hours  
24 worked, and therefore the wage statements did not state "total hours worked by the employee" in  
25 direct violation of Labor Code § 226(a)(2).

26           98.     Furthermore, Defendants violate Labor Code § 226(a) every pay period because  
27 the wage statements failed to accurately state gross wages earned, all deductions, net wages  
28 earned, the name and address of the legal entity that is the employer, and all applicable hourly

1 rates in effect during the pay period and the corresponding number of hours at each hourly rate  
2 by the employee.

3 99. Moreover, Labor Code § 226.2 states that “[f]or employees compensated on a  
4 piece-rate basis during a pay period, the following shall apply for that pay period: [...] (2) the  
5 itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items  
6 specified in that subdivision, separately state the following, to which the provisions of Section  
7 226 shall also be applicable: (A) the total hours of compensable rest and recovery periods, the  
8 rate of compensation, and the gross wages paid for those periods during the pay period [and] (B)  
9 [...] the total hours of other nonproductive time, [...] the rate of compensation, and the gross  
10 wages paid for that time during the pay period.”

11 100. At all relevant times, Defendants failed to provide a wage statement to Plaintiff  
12 and the Represented Employees that complied with the requirements of Labor Code §  
13 226.2(a)(2) because the wage statements did not include any information regarding compensable  
14 rest and recovery periods, nonproductive time, or the rates of pay and compensation for the  
15 same. As such, Defendants violate Labor Code § 226 and § 226.2 every pay period with respect  
16 to Plaintiff and the Represented Employees.

17 101. Defendants’ failure to provide the required writing deprived Plaintiff and the  
18 Represented Employees of the ability to know, understand, and question the calculation and rate  
19 of pay and hours used to calculate the wages paid by Defendants. Therefore, Plaintiff and the  
20 Represented Employees had no way to dispute the resulting miscalculation of wages, all of  
21 which resulted in an unjustified economic enrichment to said Defendants. As a direct result,  
22 Plaintiff and the Represented Employees have suffered and continue to suffer, substantial losses  
23 related to the use and enjoyment of such wages, lost interest on such wages and expenses and  
24 attorney’s fees in seeking to compel Defendants to fully perform its obligation under state law,  
25 all to their respective damages in amounts according to proof at trial.

26 102. As a result of Defendants’ knowing and intentional failure to comply with Labor  
27 Code § 226(a), Plaintiff and the Represented Employees have suffered an injury in that each was  
28 prevented from knowing, understanding and disputing the wage payments paid to them.

1 Furthermore, Plaintiff and the Represented Employees have each suffered an injury in that the  
2 failure to show all wages earned on the itemized wage statements resulted in Plaintiff and the  
3 Represented Employees being denied all necessary deductions, payments, and withholdings  
4 owed by the employer, including, but not limited to, the failure to make all necessary  
5 contributions for unemployment benefits, social security benefits, proper payment of taxes and  
6 withholdings, and other mandated state and federal benefits.

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

10 104. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages  
11 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and  
12 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus  
13 attorney's fees and costs, to Plaintiff and the Represented Employees who were injured by  
14 Defendants' failure to comply with Labor Code § 226(a). The exact amount of the applicable  
15 penalty is all in an amount to be shown according to proof at trial.

16 **EIGHTH CAUSE OF ACTION**

17 **UNFAIR AND UNLAWFUL COMPETITION**

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

19 105. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
20 alleged herein.

21 106. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair  
22 competition, which includes any "unlawful, unfair or fraudulent business act or practice." The  
23 Represented Employees, including Plaintiff, have suffered and continue to suffer injuries in fact,  
24 due to the unfair and unlawful business practices of Defendants as alleged herein.

25 107. Defendants, and each of them, are "persons" as defined under Business &  
26 Professions Code § 17021.

27 108. As alleged herein, Defendants engaged in conduct that violated California's wage  
28 and hour laws, including failure to pay minimum and regular wages, failure to provide mandated

1 meal periods and rest breaks, failure to reimburse business expenses, and failure to timely pay  
2 final wages, all in order to decrease their costs and increase their profits.

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

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

9 111. Defendants' violations of the California Labor Code and IWC Wage Orders and  
10 its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business  
11 practices because it was done in a systematic manner over a period of time to the detriment of the  
12 Plaintiff and all others similarly-situated.

13 112. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
14 unlawful, and harmful to Plaintiff, other Represented Employees, and to the general public.  
15 Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code  
16 of Civil Procedure § 1021.5.

17 113. A violation of California Business & Professions Code § 17200, *et seq.* may be  
18 predicated on the violation of any state or federal law. All of the acts described herein as  
19 violations of, among other things, the California Labor Code and IWC Wage Orders, are  
20 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,  
21 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business  
22 practices in violation of California Business and Professions Code §§ 17200, *et seq.*

23 114. Plaintiff, individually, and on behalf of the Represented Employees, has no plain,  
24 speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a  
25 consequence of Defendants' unfair, unlawful and/or fraudulent business practices. As a result of  
26 the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually,  
27 and on behalf of the Represented Employees, has suffered and will continue to suffer irreparable  
28 harm unless Defendants, and each of them, are restrained from continuing to engage in said

1 unfair, unlawful and/or fraudulent business practices.

2 115. Plaintiff, individually, and on behalf of the Represented Employees, is entitled to,  
3 and does, seek such relief as may be necessary to disgorge the profits which Defendants have  
4 acquired, or of which Plaintiff and Represented Employees have been deprived, by means of the  
5 above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the  
6 Represented Employees are not obligated to establish individual knowledge of the unfair  
7 practices of Defendants in order to recover restitution.

8 116. Plaintiff, individually, and on behalf of the Represented Employees, is further  
9 entitled to and do seek a declaration that the above described business practices are unfair,  
10 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from  
11 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in  
12 the future.

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

19 **VI. LABOR CODE PRIVATE ATTORNEYS GENERAL ACT CAUSES OF ACTION**  
20 **(Cal. Lab. Code. §§ 2698 – 2699.5)**

21 118. Plaintiff is an “aggrieved employee” under the PAGA as she was employed by  
22 Defendants during the applicable statutory period and suffered one or more of the Labor Code  
23 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil  
24 action filed on behalf of himself and all other similarly situated current and former aggrieved  
25 employees in California against whom one or more of the alleged violations was committed  
26 (hereinafter the “Aggrieved Employees”).

27 119. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to  
28 Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by

1 PAGA through a representative action pursuant to the PAGA and the California Supreme Court  
2 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor  
3 does she, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

4 120. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing  
5 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to  
6 Defendants of the specific provisions of the Labor Code alleged to have been violated, including  
7 the facts and theories to support the alleged violations.

8 121. Therefore, as more than sixty-five (65) days have passed since that date, Plaintiff  
9 has fully satisfied the administrative prerequisites to suit under the PAGA. Plaintiff seeks to  
10 recover all applicable and available PAGA remedies pursuant to Labor Code § 2699, as well as  
11 attorneys’ fees, costs, and/or other damages as permitted by PAGA through a representative  
12 action pursuant to the PAGA and the California Supreme Court in *Arias v. Superior Court*  
13 (2009) 46 Cal. 4th 969. Plaintiff is not required to, nor does she, seek class certification of the  
14 PAGA claims under Code of Civil Procedure § 382.

#### 15 **NINTH CAUSE OF ACTION**

##### 16 **PAGA ASSESSMENT FOR FAILURE TO PAY MINIMUM WAGES**

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

18 *Plaintiff and the Aggrieved Employees against All Defendants*

19 122. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
20 alleged herein.

21 123. Plaintiff and the Aggrieved Employees were not exempt from the requirement to  
22 be paid at least the applicable California minimum wage throughout the statutory period for each  
23 hour worked.

24 124. Plaintiff and the Aggrieved Employees were not provided proper minimum and  
25 regular wages due to Defendants’ failure to accurately record and compensate for all hours  
26 worked.

27 125. As a result of this policy and practice, Defendants failed to pay Plaintiff and the  
28 Aggrieved Employees for all hours worked.

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

4           127. Plaintiff is informed and believes and thereon alleges that Defendants  
5 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Aggrieved  
6 Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

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

10                                   **TENTH CAUSE OF ACTION**

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

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

13                                   *Plaintiff and the Aggrieved Employees against All Defendants*

14           129. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
15 alleged herein.

16           130. Plaintiff and the Aggrieved Employees were employees of Defendants who did  
17 not receive proper protections and benefits of the laws governing payment of overtime wages.

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

24           132. At all relevant times, Plaintiff and the Aggrieved Employees were required by  
25 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, due to  
26 Defendants' failure to accurately record and compensate for all hours worked Plaintiff and the  
27 Aggrieved Employees did not receive proper overtime compensation.

1           133. As a result of these policies and practices, Defendants failed to pay Plaintiff and  
2 the Aggrieved Employees for all overtime hours worked.

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

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

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

13                           **ELEVENTH CAUSE OF ACTION**

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

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

16                           *Plaintiff and the Aggrieved Employees against All Defendants*

17           137. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
18 alleged herein.

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

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

23           140. The IWC Wage Order § 12 states, in part, that every employer shall authorize and  
24 permit all employees to take rest periods, which insofar as practicable shall be in the middle of  
25 each work period. Employees shall receive a 10-minute rest period every four hours or major  
26 fraction thereof that they are required to work. Authorized rest period time shall be counted, as  
27 hours worked, for which there shall be no deduction from wages.  
28

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

142. At all relevant times, Defendants also failed to provide Plaintiff and the Aggrieved Employees with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. Defendants did not schedule rest breaks for the Aggrieved Employees, the Aggrieved Employees were unable to leave the premises for breaks, and the Aggrieved Employees were often not authorized and/or permitted to take mandated rest breaks due to being overwhelmed by their hectic workload. Furthermore, on occasions when the Aggrieved Employees worked longer shifts, Defendants failed to authorize and/or permit mandated third or fourth rest breaks.

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

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

## **TWELFTH CAUSE OF ACTION**

## PAGA ASSESSMENT FOR FAILURE TO PROVIDE COMPLIANT MEAL PERIODS

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

*Plaintiff and the Aggrieved Employees against All Defendants*

145. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

3           148. Labor Code § 512(a), in part, provides that employers, including Defendants, may  
4 not employ an employee for a work period of more than five hours per day without providing an  
5 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,  
6 except that if the total work period per day of the employee is no more than six hours, the meal  
7 period may be waived by mutual consent of both the employer and the employee. Employers  
8 may not employ an employee for a work period more than 10 hours per day without providing  
9 the employee with a second meal period of not less than 30 minutes.

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

13           150. At all relevant times herein, Plaintiff and the Aggrieved Employees were denied  
14 the 30-minute meal periods to which they were entitled. As a result of Defendants' policies and  
15 practices, Plaintiff and the Aggrieved Employees were subjected to meal period violations when  
16 they were: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal  
17 period while under the control of the Company, (3) forced to take a shortened meal period, (4)  
18 forced to take a meal period after the 5th hour of work, and (5) not provided mandated second  
19 meal periods for shifts in excess of 10 hours.

20           151. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage  
21 Order every pay period because Plaintiff and the Aggrieved Employees were not provided with  
22 all mandatory meal periods and Defendants failed to pay Plaintiff and the Aggrieved Employees  
23 one additional hour of compensation at the regular rate of pay in lieu thereof.

24           152. On information and belief, Plaintiff and the Aggrieved Employees did not  
25 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers  
26 obtained from Plaintiff and the Aggrieved Employees were not willfully obtained, were not  
27 voluntarily agreed to, were a condition of employment, or were a part of a contract of an  
28 unlawful adhesion. Defendants did not permit or authorize Plaintiff and the Aggrieved

1 Employees to take meal periods in accordance with California law.

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

5 **THIRTEENTH CAUSE OF ACTION**

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

7 (Labor Code § 2802)

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

9 154. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
10 alleged herein.

11 155. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants  
12 who did not receive proper protections and benefits of the laws governing reimbursement of  
13 business expenses.

14 156. Labor Code § 2802(a) requires that the employer indemnify its employees for  
15 expenses and losses incurred while discharging their duties or in obedience to the directions of  
16 their employer.

17 157. At all relevant times herein mentioned, as a condition of employment, Defendants  
18 required Plaintiff and the Aggrieved Employees their personal cell phones to complete  
19 paperwork, patient charts, etc., yet Defendants did not provide reimbursement for this expense.

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

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

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1 **FOURTEENTH CAUSE OF ACTION**

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

3 (Labor Code § 204)

4 *Plaintiff and the Aggrieved Employees against All Defendants*

5 160. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
6 alleged herein.

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

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

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

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

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

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1 **FIFTEENTH CAUSE OF ACTION**

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

3 (Labor Code §§ 201 – 203 and 256)

4 *Plaintiff and the Aggrieved Employees against All Defendants*

5 166. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
6 alleged herein.

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

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

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

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

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

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

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

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1 **SIXTEENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR**

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

4 (Labor Code § 226)

5 *Plaintiff and the Aggrieved Employees against All Defendants*

6 174. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully  
7 alleged herein.

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

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

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

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

27 179. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect  
28 to Plaintiff and the Aggrieved Employees because Defendants failed to provide a wage statement

1 to Plaintiff and the Aggrieved Employees that complied with the requirements of Labor Code §  
2 226(a).

3 180. As a result of the Defendants' violations of Labor Code § 226(a), Plaintiff seeks  
4 the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699,  
5 and seeks to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.  
6 See *Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23 Cal.App.5th 667, 675 ("Section  
7 226.3 provides the civil penalty for failure to comply" with Labor Code § 226).

8 **VII. PRAYER FOR RELIEF**

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

- 12 1. That the First through Eighth Causes of Action be certified as a class action;
- 13 2. That Plaintiff be appointed as Class Representative;
- 14 3. That counsel for Plaintiff be appointed Class Counsel;
- 15 4. For all applicable statutory penalties recoverable under the First through Eighth  
16 Causes of Action to the extent permitted by law, including those pursuant to Labor Code and  
17 Orders of the Industrial Welfare Commission;
- 18 5. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by  
19 law, including those pursuant to the Labor Code;
- 20 6. For injunctive relief and/or restitution as provided by the Labor Code and  
21 Business and Professions Code § 17200, *et seq.*;
- 22 7. As to the Ninth through Sixteenth Causes of Action, the assessment of all  
23 applicable and available remedies under the PAGA;
- 24 8. For reasonable attorneys' fees and costs as permitted under the PAGA;
- 25 9. For a declaratory judgment that Defendants have violated Labor Code §§ 200,  
26 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1198,  
27 and 1199, among other sections inadvertently omitted;
- 28

1           10.     For an award of damages in the amount of unpaid compensation including, but  
2 not limited to, unpaid wages, benefits, and penalties according to proof, including interest  
3 thereon;

4           11.     For pre- and post-judgment interest; and

5           12.     For such other relief as the Court deems just and proper.

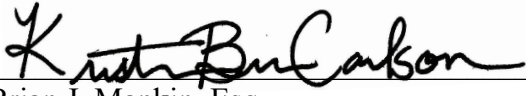
6                               **DEMAND FOR JURY TRIAL**

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

9  
10 Dated: September 27, 2024

LAUBY, MANKIN & LAUBY LLP

11  
12 BY:



Brian J. Mankin, Esq.

Kristina Bui Carlson, Esq.

Attorneys for Plaintiff

**PROOF OF SERVICE**  
**(Pursuant to CCP §§ 1013(a)(1) and 2015.5)**

STATE OF CALIFORNIA     )  
                                          ) ss.  
COUNTY OF RIVERSIDE     )

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, CA 92504.

On October 2, 2024, I caused to be served the foregoing document(s) described as follows:

**FIRST AMENDED COMPLAINT**

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.

☐ **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on

☐ **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.

☒ **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address [tracie@lmlfirm.com](mailto:tracie@lmlfirm.com) to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

☐ **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California

☐ **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.

☒ **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 2, 2024, Riverside, California.

☐ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Tracie Chiarito, Declarant

**SERVICE LIST**

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