

Misty M. Lauby, Esq. [CSB No. 234009]
misty@lmlfirm.com
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

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

SHAYNA CEASER, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ASPEN SKILLED HEALTHCARE, INC., a
California Corporation; APDC, LLC, a
California Limited Liability Company;
JEFFREY BRADSHAW, an individual;
STEPHEN THOMPSON, an individual; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2402414
*[Assigned to Hon. Harold Hopp, Dept. 1 for
all purposes]*

FIRST AMENDED COMPLAINT

PAGA CLAIMS

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide Meal Periods;
- (4) Failure to Provide Rest Breaks;
- (5) Failure to Timely Pay Wages (§ 204);
- (6) Failure to Timely Pay Final Wages;
- (7) Failure to Provide Accurate Itemized Wage Statements

JURY TRIAL DEMANDED

Plaintiff Shayna Ceaer, (“Plaintiff”) brings this Private Attorneys General Act (“PAGA”) Representative Action Complaint (“Complaint”), on behalf of the State of California as the real party in interest,¹ against Defendants as follows.

///

¹ Because a PAGA action is aimed at deterring and punishing violations of the Labor Code, the State of California “is always the real party in interest in the suit.” *Iskanian v. CLS Transp. of Los Angeles, LLC* (2014) 59 Cal.4th 348, 360; *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 185 (all PAGA claims “are brought on the state’s behalf”).

1 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

2 1. Plaintiff brings this action against her former employers, Defendants Aspen
3 Skilled Healthcare, Inc., APDC, LLC, Jeffrey Bradshaw, Stephen Thompson, and DOES 1
4 through 20, inclusive, (collectively, the “Defendants”) on behalf of the State of California,
5 seeking civil penalties under PAGA for Labor Code violations committed against all current and
6 former nonexempt employees employed by Defendants in California within the last one year and
7 65-days prior to the filing of this action (hereinafter, the “Aggrieved Employees”). Such
8 violations include, but are not limited to, Defendants’ failure to pay all wages owed, including
9 minimum, regular, and overtime wages, failure to provide meal periods, failure to provide rest
10 breaks, failure to pay vested vacation, failure to timely pay wages each period and upon
11 separation of employment, and failure to provide accurate itemized wage statements.

12 2. Plaintiff was employed by Defendants from approximately May 2021 through
13 April 5, 2024.

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

17 4. Plaintiff and the Aggrieved Employees were not provided all minimum, regular,
18 and overtime wages due to Defendants’ failure to accurately record and compensate for all hours
19 worked. For instance, Plaintiff and the Aggrieved Employees were not permitted to work
20 overtime, but the workload was such that it could not be completed prior to the end of the shift.
21 As a result, employees often worked off-the-clock after hours and during meal periods to
22 complete the tasks they were expected to finish during their shift.

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

1 in excess of 10 hours.

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

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

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

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

21 10. At all material times, Defendants and DOES 1 through 20 were and/or are
22 Represented Employees' employers or persons acting on behalf of Represented Employees'
23 employer, within the meaning of California Labor Code § 558, who violated or caused to be
24 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
25 hours and days of work in any Order of the Industrial Welfare Commission and, as such, are
26 subject to penalties for each underpaid employee as set forth in Labor Code § 558 and under
27 California law.

1 11. Plaintiff brings this lawsuit on behalf of the State of California, as the real party in
2 interest, to recover all applicable and available PAGA remedies for violations of the California
3 Labor Code committed against the Aggrieved Employees as alleged herein, as well as attorneys'
4 fees, costs, and/or other damages as permitted by PAGA. Plaintiff reserves the right to name
5 additional representatives throughout the State of California.

6 **II. JURISDICTION**

7 12. This Court has jurisdiction over the claims for relief of Plaintiff and the
8 Aggrieved Employees pursuant to the Labor Code and the IWC Wage Orders.

9 **III. VENUE**

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

15 **IV. PARTIES**

16 **Plaintiff**

17 14. Plaintiff and Aggrieved Employee Shayna Ceaser was employed by Defendants
18 from approximately May 2021 through April 5, 2024 and performed work for Defendants in
19 Riverside County.

20 **Defendants**

21 15. Plaintiff is informed and believes and thereon alleges that Defendant Aspen
22 Skilled Healthcare, Inc. is a California corporation authorized to and doing business in Riverside
23 County, California, and is and/or was the legal employer of Plaintiff and the Aggrieved
24 Employees during the applicable statutory periods.

25 16. Plaintiff is informed and believes and thereon alleges that Defendant APDC, LLC
26 is a California company authorized to and doing business in Riverside County, California, and is
27 and/or was the legal employer of Plaintiff and the Aggrieved Employees during the applicable
28 statutory periods.

1 17. Plaintiff is informed and believes and thereon alleges that Defendant Jeffrey
2 Bradshaw is an individual authorized to and doing business in Riverside County, California, and
3 is and/or was the legal employer of Plaintiff and the Aggrieved Employees during the applicable
4 statutory periods.

5 18. Plaintiff is informed and believes and thereon alleges that Defendant Stephen
6 Thompson is an individual authorized to and doing business in Riverside County, California, and
7 is and/or was the legal employer of Plaintiff and the Aggrieved Employees during the applicable
8 statutory periods.

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

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

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

1 22. Plaintiff is informed and believes and thereon alleges that, in conducting
2 themselves in the manner described herein, Defendants, and each of them, were acting in active
3 concert with one another such that the acts of each were and are fully attributable to the others in
4 all material respects. Plaintiff is further informed and believes that at all relevant times
5 Defendants and each of them are now, and at all material times herein mentioned were, the
6 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
7 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
8 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
9 their remaining co-Defendants.

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

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

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

25 25. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
26 Labor Code § 2699, as well as attorneys’ fees, costs, and/or other damages as permitted by
27 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
28 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor

1 does he, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

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

9 **FIRST CAUSE OF ACTION**

10 **PAGA ASSESSMENT FOR FAILURE TO PAY MINIMUM WAGES**

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

12 *Plaintiff and the Aggrieved Employees against All Defendants*

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

15 28. Plaintiff and the Aggrieved Employees were not exempt from the requirement to
16 be paid at least the applicable California minimum wage throughout the statutory period for each
17 hour worked.

18 29. Plaintiff and the Aggrieved Employees were not provided proper minimum and
19 regular wages due to Defendants’ failure to accurately record and compensate for all hours
20 worked. As a result of this policy and practice, Plaintiff and the Aggreived Employees were
21 required to perform off-the-clock work that Defendants either knew or should have known they
22 were performing.

23 30. As a result of this policy and practice, Plaintiff and the Aggrieved Employees
24 were required to perform off-the-clock work that Defendants either knew or should have known
25 they were performing.

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

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

33. 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

SECOND CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES

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

Plaintiff and the Aggrieved Employees against All Defendants

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

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

36. The allegations herein relating to unpaid overtime, brought on behalf of the Aggrieved Employees, are restricted to shifts worked for Defendants while not a member of a union.

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

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

1 39. For instance, Defendants utilized a rounding policy and practice that routinely
2 undercompensated Plaintiff and the Aggrieved Employees and resulted in a net benefit to
3 Defendants and a net loss for Plaintiff and the Aggrieved Employees. In other words,
4 Defendants' rounding policy is not neutral and results in systematic undercompensation to the
5 Aggrieved Employees for overtime wages.

6 40. Additionally, Defendants frequently required Plaintiff and the Aggrieved
7 Employees to work in excess of 8 and/or 12 hours per day and/or 40 hours per workweek
8 without paying proper overtime and doubletime compensation.

9 41. As a result of this policy and practice, Defendants failed to pay Plaintiff and the
10 Aggrieved Employees for all overtime hours worked.

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

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

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

21 **THIRD CAUSE OF ACTION**

22 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE MEAL PERIODS**

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

24 *Plaintiff and the Aggrieved Employees Against All Defendants*

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

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

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

3 48. 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 49. 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 50. 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 51. 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 52. 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 53. 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 **FOURTH CAUSE OF ACTION**

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

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

8 *Plaintiff and the Aggrieved Employees Against All Defendants*

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

11 55. 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 mandatory rest breaks.

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

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

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

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

1 Aggrieved Employees worked longer shifts, Defendants failed to authorize and/or permit
2 mandated third and/or fourth rest breaks.

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

7 61. 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 **FIFTH CAUSE OF ACTION**

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

12 (Labor Code § 204)

13 *Plaintiff and the Aggrieved Employees Against All Defendants*

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

16 63. Plaintiff and the Aggrieved Employees are and/or were "non-exempt" employees
17 of Defendants who did not receive proper protections and benefits of the laws regarding the
18 timing of payment of wages each period.

19 64. Labor Code § 204(a) states that all wages earned by a person are due and payable
20 twice during each calendar month, and further states that wages earned during the first through
21 fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that
22 wages earned between the sixteenth and last day of the month must be paid by the tenth day of
23 the following month.

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

27 66. At all relevant times herein, Defendants did not provide Plaintiff and the
28 Aggrieved Employees with all wages due and owing each pay period, including, but not limited

1 to, minimum, regular, and overtime wages, as well as meal and rest period premiums, within the
2 time specified by Labor Code § 204

3 67. As a result of the unlawful employment practices alleged herein, 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 **SIXTH CAUSE OF ACTION**

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

8 (Labor Code §§ 201 – 203)

9 *Plaintiff and the Aggrieved Employees Against All Defendants*

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

12 69. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
13 who did not receive proper protections and benefits of the laws governing the timing and
14 payment of wages.

15 70. Labor Code § 201 requires that the employer immediately pay any wages, without
16 abatement or reduction, to any employee who is discharged.

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

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

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

26 74. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
27 wages due and owing to Plaintiff and the Aggrieved Employees upon separation of employment,
28 including, but not limited to, minimum, regular, and overtime wages, meal and rest period

1 premiums, among other compensation.

2 75. Additionally, at all relevant times, Defendants failed to pay all mandated sick
3 wages owed to the Aggrieved Employees at the proper rate of pay under Labor Code § 246(l).

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

7 77. 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 **SEVENTH CAUSE OF ACTION**

11 **PAGA ASSESSMENT FOR**

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

13 (Labor Code § 226)

14 *Plaintiff and the Aggrieved Employees Against All Defendants*

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

17 79. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
18 who did not receive proper protections and benefits of the laws governing the provision of
19 accurate itemized wage statements.

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

26 81. Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff
27 and the Aggrieved Employees due to violations including: failure to accurately state total hours
28 worked (for example, the wage statements failed to accurately reflect total compensable hours);

1 failure to accurately state gross wages earned, all deductions, and net wages earned (due to, for
2 example, the failure to pay all required minimum and overtime wages); failure to state the start
3 and end dates of the pay period; failure to state the applicable hourly rates (including the accurate
4 overtime rate of pay); failure to state the inclusive dates of the pay period; failure to accurately
5 state the name and address of the legal entity of the employer; and failure to accurately state the
6 corresponding number of hours worked at each hourly rate.

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

10 83. 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.

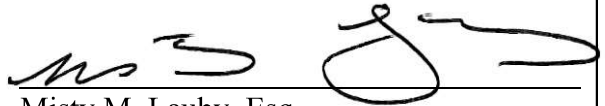
13 **VII. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, on behalf of the State of California as the real party in interest,
15 prays for judgment and relief against Defendants, jointly and severally, as follows:

- 16 1. For the assessment of all remedies and/or penalties available under the PAGA;
17 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law; and
18 3. For such other and further relief as the Court deems just and proper.

19
20 Dated: July 10, 2024

LAUBY, MANKIN & LAUBY LLP

21
22 BY: 

23 Misty M. Lauby, Esq.
24 Attorneys for Plaintiff
25
26
27
28