

MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
Email: mmatern@maternlawgroup.com
2101 E. El Segundo Blvd., Suite 403
El Segundo, California 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

MATERN LAW GROUP, PC
Sara B. Tosdal (SBN 280322)
Email: stosdal@maternlawgroup.com
Nora R. Katz (SBN 353333)
Email: nkatz@maternlawgroup.com
1330 Broadway, Suite 436
Oakland, California 94612
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for PLAINTIFFS
NICOLE BRADFORD, SAMANTHA
JAIMES, and AMAIRANY JAIMES
individually, and on behalf of others
similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

NICOLE BRADFORD, SAMANTHA
JAIMES, and AMAIRANY JAIMES,
individually, and on behalf of others similarly
situated and aggrieved,

PLAINTIFFS,

vs.

REDWOOD HEALTHCARE CENTER LLC,
a California limited liability company; SIMI
VALLEY HEALTHCARE CENTER, LLC, a
California limited liability company; RENEW
HEALTH GROUP, LLC, a California limited
liability company; RENEW HEALTH
CONSULTING SERVICES, LLC, a
California limited liability company; CPE HR,
Inc. and DOES 1 through 50, inclusive,

Defendants.

CASE NO.:

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Pay Minimum Wages;
5. Failure to Pay All Wages Due to
Discharged and Quitting Employees;
6. Failure to Maintain Required Records;
7. Failure to Furnish Accurate Itemized Wage
Statements;
8. Failure to Indemnify Employees for
Necessary Expenditures Incurred in
Discharge of Duties;
9. Unfair and Unlawful Business Practices.

REPRESENTATIVE ACTION:

10. Penalties under the Labor Code Private
Attorneys General Act, as Representative
Action

DEMAND FOR JURY TRIAL

1 PLAINTIFFS NICOLE BRADFORD (“PLAINTIFF NICOLE BRADFORD”),
2 SAMANTHA JAIMES (“PLAINTIFF S. JAIMES”), and AMAIRANY JAIMES (“PLAINTIFF
3 A. JAIMES”) (collectively, “PLAINTIFFS”), demanding a jury trial, individually, and on behalf
4 of themselves and other persons similarly situated and aggrieved, hereby allege as follows:

5 **INTRODUCTION**

6 1. PLAINTIFFS bring this action individually, and on behalf of themselves and all
7 other similarly-situated current and former non-exempt employees of Defendants REDWOOD
8 HEALTHCARE CENTER, LLC (“REDWOOD HEALTHCARE CENTER”), SIMI VALLEY
9 HEALTHCARE CENTER, LLC (“SIMI VALLEY HEALTHCARE CENTER”), RENEW
10 HEALTH GROUP, LLC (“RENEW HEALTH GROUP”), RENEW HEALTH CONSULTING
11 SERVICES, LLC (“RENEW HEALTH CONSULTING SERVICES”), CPE HR, INC (“CPE
12 HR”), and DOES 1 through 50 inclusive (collectively, “DEFENDANTS”) in the State of
13 California during the relevant statutory period to recover damages and penalties arising from
14 DEFENDANTS’ failure to provide employees meal and rest periods (or compensation therefore)
15 as required under California law, failure to provide minimum and overtime wages for all hours
16 worked, failure to timely pay wages during employment, failure to pay wages due upon
17 separation, failure to maintain required records, failure to provide accurate itemized wage
18 statements, and failure to indemnify employees for necessary expenditures and/or losses incurred
19 the discharge of their duties. PLAINTIFFS also seek penalties, interest, attorneys’ fees, costs and
20 expenses, equitable, restitutionary, and injunctive relief.

21 **JURISDICTION AND VENUE**

22 2. The Superior Court of the State of California has jurisdiction in this matter because
23 PLAINTIFFS are residents of the State of California and DEFENDANTS are citizens and
24 residents of, and/or regularly conduct business in California. Further, no federal question is at issue
25 because the claims are based solely on California law.

26 3. Venue is proper in this judicial district and the County of Alameda, California
27 because DEFENDANTS maintain offices and facilities and transact business in the County of
28 Alameda, and DEFENDANTS’ illegal policies and practices which are the subject of this action

1 were applied, at least in part, to PLAINTIFFS and other persons similarly situated in the County
2 of Alameda.

3 **PLAINTIFFS**

4 4. PLAINTIFF BRADFORD is a resident of the State of California. PLAINTIFF
5 BRADFORD worked for DEFENDANTS in Oakland, California as an hourly, non-exempt
6 employee from around December 2022 to around September 2023.

7 5. PLAINTIFF S. JAIMES is a resident of the State of California. PLAINTIFF S.
8 JAIMES worked for DEFENDANTS in Simi Valley, California as an hourly, non-exempt
9 employee from around July 2022 until February 2024.

10 6. PLAINTIFF A. JAIMES is a resident of the State of California. PLAINTIFF A.
11 JAIMES worked for DEFENDANTS in Simi Valley, California as an hourly, non-exempt
12 employee from around August 2022 until February 2024.

13 7. PLAINTIFFS bring this action on behalf of themselves and the following similarly
14 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
15 employees of DEFENDANTS in the State of California at any time within the period beginning
16 four (4) years prior to the filing of this action and ending at the time this action settles or proceeds
17 to final judgment (the "CLASS PERIOD"). PLAINTIFFS reserve the right to name additional
18 class representatives.

19 **DEFENDANTS**

20 8. PLAINTIFFS are informed and believe, and thereon alleges, that DEFENDANT
21 REDWOOD HEALTHCARE CENTER is, and at all times relevant hereto was, a California
22 limited liability company. PLAINTIFFS are further informed and believe, and thereon allege, that
23 REDWOOD HEALTHCARE CENTER is authorized to and does conduct business in the State of
24 California. Specifically, REDWOOD HEALTHCARE CENTER maintains offices and facilities
25 and conducts business in, and engages in illegal payroll practices or policies in the County of
26 Alameda, State of California. REDWOOD HEALTHCARE CENTER is owned and managed by
27 RENEW HEALTH GROUP and RENEW HEALTH CONSULTING SERVICES.

28 ///

1 9. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT
2 SIMI VALLEY HEALTHCARE CENTER is, and at all times relevant hereto was, a California
3 limited liability company. PLAINTIFFS are further informed and believe, and thereon allege,
4 that DEFENDANT SIMI VALLEY HEALTHCARE CENTER is authorized to conduct business
5 in the State of California, and does conduct business in the State of California. Specifically,
6 DEFENDANT SIMI VALLEY HEALTHCARE CENTER maintains offices and facilities and
7 conducts business in, and engages in illegal payroll practices or policies in, at least the County of
8 Ventura, State of California. SIMI VALLEY HEALCARE CENTER is owned and managed by
9 RENEW HEALTH GROUP and RENEW HEALTH CONSULTING SERVICES.

10 10. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT
11 RENEW HEALTH GROUP is, and at all times relevant herein was, a California limited
12 liability company. PLAINTIFFS are further informed and believe, and thereon allege, that
13 DEFENDANT RENEW HEALTH GROUP is authorized to conduct business in the State of
14 California, and does conduct business in the State of California. Specifically, upon
15 information and belief, Defendant RENEW HEALTH GROUP maintains offices and facilities
16 and conducts business in, and engages in illegal payroll practices or policies in, at least the
17 County of Los Angeles, State of California. DEFENDANT RENEW HEALTH GROUP owns
18 and manages nursing homes in California, including SIMI VALLEY HEALTHCARE and
19 REDWOOD HEALTHCARE SERVICES.

20 11. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT
21 RENEW HEALTH CONSULTING SERVICES is, and at all times relevant herein was, a
22 California limited liability company organized and existing under the laws of the State of
23 California. PLAINTIFFS are further informed and believe, and thereon allege, that
24 DEFENDANT RENEW HEALTH CONSULTING SERVICES is authorized to conduct
25 business in the State of California, and does conduct business in the State of California.
26 Specifically, upon information and belief, Defendant RENEW HEALTH CONSULTING
27 SERVICES maintains offices and facilities and conducts business in, and engages in illegal
28 payroll practices or policies in, at least the County of Los Angeles, State of California.

1 DEFENDANT RENEW HEALTH CONSULTING SERVICES owns and manages nursing
2 homes in California, including SIMI VALLEY HEALTHCARE and REDWOOD
3 HEALTHCARE SERVICES.

4 12. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT
5 CPE HR is, and at all times relevant herein was, a California limited liability company
6 organized and existing under the laws of the State of California. PLAINTIFFS are further
7 informed and believe, and thereon allege, that DEFENDANT CPE HR is authorized to conduct
8 business in the State of California, and does conduct business in the State of California.
9 Specifically, upon information and belief, Defendant CPE HR maintains offices and facilities
10 and conducts business in, and engages in illegal payroll practices or policies in, at least the
11 County of Los Angeles, State of California.

12 13. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
13 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE Defendants under fictitious
14 names. PLAINTIFFS are informed and believe, and thereon allege, that each Defendant
15 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
16 that PLAINTIFFS and other CLASS MEMBERS' injuries and damages, as alleged herein, were
17 proximately caused by the conduct of such DOE Defendants. PLAINTIFFS will seek leave of the
18 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
19 when ascertained.

20 14. At all relevant times herein, DEFENDANTS were the joint employers of
21 PLAINTIFFS and other CLASS MEMBERS. PLAINTIFFS are informed and believe, and
22 thereon alleges, that at all times material to this Complaint DEFENDANTS were the alter egos,
23 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
24 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
25 actual or ostensible, of each other. Each Defendant was completely dominated by his, her or its
26 co-Defendant, and each was the alter ego of the other.

27 15. At all relevant times herein, PLAINTIFFS and CLASS MEMBERS were
28 employed by DEFENDANTS under employment agreements that were partly written, partly oral,

1 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
2 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
3 PLAINTIFFS and other CLASS MEMBERS all wages earned and due, through methods and
4 schemes which include, but are not limited to, failing to pay overtime premiums; failing to
5 provide rest and meal periods; failing to properly maintain records; failing to provide accurate
6 itemized statements for each pay period; failing to properly compensate PLAINTIFFS and
7 CLASS MEMBERS for necessary expenditures; and requiring, permitting or suffering the
8 employees to work off the clock, in violation of the California Labor Code and the applicable
9 Welfare Commission ("IWC") Orders.

10 16. PLAINTIFFS are informed and believe, and thereon allege, that each and every
11 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
12 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
13 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
14 and scope of said agency, employment and/or direction and control.

15 17. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
16 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
17 provision regulating minimum wages or hours and days of work in any order of the Industrial
18 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1994, or 2802.

19 18. As a direct and proximate result of the unlawful actions of DEFENDANTS,
20 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, from loss of
21 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
22 of this Court.

23 **FACTUAL ALLEGATIONS**

24 19. Throughout PLAINTIFFS' employment, PLAINTIFFS and others similarly
25 situated were denied off-duty, uninterrupted meal and rest breaks. PLAINTIFFS and others
26 similarly situated were given short meal breaks, provided meal breaks late (after the fifth hour of
27 work for the first meal period and/or after the tenth hour of work for the second meal period), had
28 their meal breaks interrupted, and/or were denied their meal breaks entirely.

1 20. Similarly, DEFENDANTS consistently failed to authorize and permit
2 PLAINTIFFS and others similarly situated off-duty rest breaks, including failing to authorize and
3 permit PLAINTIFFS and others similarly situated to take rest breaks in the middle of each work
4 period insofar as practicable.

5 21. DEFENDANTS did not compensate PLAINTIFFS and others similarly situated
6 for their missed meal and rest breaks.

7 22. Further, PLAINTIFFS and others similarly situated often worked either more than
8 8 hours per day and/or more than 40 hours per week, but DEFENDANTS did not compensate
9 them for their overtime work.

10 23. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
11 frequently provided non-compliant, inaccurate wage statements and failed to properly maintain
12 records for PLAINTIFFS and others similarly situated as a result of these unlawful practices.
13 Moreover, DEFENDANTS did not timely pay PLAINTIFFS and others similarly situated for all
14 hours worked when it failed to pay for the missed meal and rest break periods, overtime wages,
15 and/or for forcing PLAINTIFFS and others similarly situated to work off-the-clock without pay.

16 24. Additionally, PLAINTIFFS and others similarly situated were forced to pay out of
17 pocket for business expenses such as cell phones, gas, and other employment-related expenses.
18 DEFENDANTS did not indemnify PLAINTIFFS and others similarly situated for these expenses.

19 **CLASS ACTION ALLEGATIONS**

20 25. This action is appropriately suited for a Class Action because:

21 a. The potential class is a significant number. Joinder of all current and
22 former employees individually would be impractical.

23 b. This action involves common questions of law and fact to the potential
24 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
25 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
26 applicable IWC Wage Order, and the Business and Professions Code, which prohibits unfair
27 business practices arising from such violations.

28 ///

1 c. PLAINTIFFS' claims are typical of the class because DEFENDANTS
2 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
3 IWC wage order, and the Business and Professions Code.

4 d. PLAINTIFFS will fairly and adequately protect the interest of all CLASS
5 MEMBERS because it is in her best interest to prosecute the claims alleged herein to obtain full
6 compensation due to them for all services rendered and hours worked.

7 e. A class action is superior to other available methods for fairly and
8 efficiently adjudicating the controversy.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Provide Required Meal Periods**

11 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

12 **(Against all DEFENDANTS)**

13 26. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
14 the factual allegations in the foregoing paragraphs.

15 27. During the CLASS PERIOD, as part of DEFENDANTS' illegal policies and
16 practices to deprive their current and former non-exempt employees all wages earned and due,
17 DEFENDANTS required, suffered or permitted PLAINTIFFS and CLASS MEMBERS to take
18 less than the 30-minute meal period, or to work through them, and have failed to otherwise
19 provide the required meal periods to PLAINTIFFS and CLASS MEMBERS pursuant to Labor
20 Code §§ 226.7 and 512 and IWC Order No. 5-2001, § 11.

21 28. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
22 Order No. 5-2001, §11 by failing to compensate PLAINTIFFS and CLASS MEMBERS who
23 were not provided with a meal period, in accordance with the applicable IWC Wage Order, one
24 additional hour of compensation at each employee's regular rate of pay for each workday that a
25 meal period was not provided.

26 29. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
27 1197, and IWC Wage Order No. 5-2001 §11 by failing to compensate PLAINTIFFS and CLASS
28 MEMBERS for all hours worked during their meal periods.

1 30. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
2 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
3 earned and due, interest, penalties, expenses, and costs of suit.

4 **SECOND CAUSE OF ACTION**

5 **Failure to Provide Required Rest Periods**

6 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

7 **(Against all DEFENDANTS)**

8 31. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
9 the factual allegations in the foregoing paragraphs.

10 32. At all times relevant herein, as part of DEFENDANTS' illegal policies and
11 practices to deprive their current and former non-exempt employees all wages earned and due,
12 DEFENDANTS failed to provide rest periods to PLAINTIFFS and CLASS MEMBERS as
13 required under Labor Code § 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

14 33. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 5-
15 2001, by failing to pay PLAINTIFFS and CLASS MEMBERS who were not provided with a rest
16 period, in accordance with the applicable IWC Wage Order, one additional hour of compensation
17 at each employee's regular rate of pay for each workday that a rest period was not provided.

18 34. As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS
19 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
20 earned and due, interest, penalties, expenses, and costs of suit.

21 **THIRD CAUSE OF ACTION**

22 **Failure to Pay Overtime Wages**

23 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

24 **(Against all DEFENDANTS)**

25 35. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
26 the factual allegations in the foregoing paragraphs.

27 36. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
28 DEFENDANTS are required to compensate PLAINTIFFS and CLASS MEMBERS for all

1 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
2 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
3 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
4 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
5 on the seventh consecutive day of work in any workweek.

6 37. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
7 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
8 Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
9 PLAINTIFFS and CLASS MEMBERS for all overtime hours worked as required under the
10 foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to
11 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor
12 Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, suffering or permitting
13 PLAINTIFFS and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
14 PLAINTIFFS and CLASS MEMBERS to work through meal breaks; illegally and inaccurately
15 recording time in which PLAINTIFFS and CLASS MEMBERS worked; failing to properly
16 maintain PLAINTIFFS's and CLASS MEMBERS' records; failing to provide accurate itemized
17 wage statements to PLAINTIFFS for each pay period; and other methods to be discovered.

18 38. In violation of California law, DEFENDANTS have knowingly and willfully
19 refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all
20 wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS
21 MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
22 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking
23 to compel DEFENDANTS to fully perform their obligations under state law, all to their
24 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
25 this Court.

26 39. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
27 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
28 §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code

1 and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid
2 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
3 expenses, and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay Minimum Wages**

6 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

7 **(Against all DEFENDANTS)**

8 40. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
9 the factual allegations in the foregoing paragraphs.

10 41. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-
11 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
12 worked in a payroll period is unlawful.

13 42. During the CLASS PERIOD and in violation of California Labor Code §§ 1194
14 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay PLAINTIFFS and
15 CLASS MEMBERS the applicable minimum wages for all hours worked in a payroll period by,
16 among other things: requiring, suffering or permitting PLAINTIFFS and CLASS MEMBERS to
17 work off the clock; requiring, suffering or permitting PLAINTIFFS and CLASS MEMBERS to
18 work through meal and rest breaks; illegally and inaccurately recording time in which
19 PLAINTIFFS and CLASS MEMBERS worked; failing to properly maintain PLAINTIFFS' and
20 CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
21 PLAINTIFFS and CLASS MEMBERS for each pay period; and other methods to be discovered.

22 43. DEFENDANTS' conduct described herein violates California Labor Code §§
23 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
24 violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to
25 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
26 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFFS and
27 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
28 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Labor Code § 201, 202, 203]**

4 **(Against all DEFENDANTS)**

5 44. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
6 the factual allegations in the foregoing paragraphs.

7 45. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 46. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
12 required to pay all accrued wages due to an employee no later than 72 hours after the employee
13 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 47. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
17 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
18 compensation to the employee at the same rate for up to 30 workdays.

19 48. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
20 wages and other compensation to PLAINTIFFS and CLASS MEMBERS in accordance with
21 California Labor Code §§ 201 and 202.

22 49. As a result, PLAINTIFFS and CLASS MEMBERS are entitled to all available
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
24 together with interest thereon, as well as other available remedies.

25 50. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFFS and CLASS MEMBERS have been deprived of compensation in an amount
27 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
28 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant

1 to California Labor Code §§ 1194 and 2699.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Maintain Required Records**

4 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

5 **(Against all DEFENDANTS)**

6 51. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
7 the factual allegations in the foregoing paragraphs.

8 52. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
9 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
10 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
11 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to
12 the following records: total daily hours worked by each employee; applicable rates of pay; all
13 deductions; meal periods; time records showing when each employee begins and ends each work
14 period; and accurate itemized statements.

15 53. As a proximate result of DEFENDANTS' unlawful actions and omissions,
16 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
17 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
18 PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including
19 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
20 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
21 provided in California Labor Code § 226(e), as well as other available remedies.

22 **SEVENTH CAUSE OF ACTION**

23 **Failure to Furnish Accurate Itemized Wage Statements**

24 **[Cal. Labor Code § 226(a), 1174; IWC Wage Order No. 5-2001, § 7]**

25 **(Against all DEFENDANTS)**

26 54. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
27 the factual allegations in the foregoing paragraphs.

28 ///

1 55. During the CLASS PERIOD, DEFENDANTS routinely failed and continue to fail
2 to provide PLAINTIFFS and CLASS MEMBERS with timely and accurate itemized wage
3 statements in writing showing each employee's gross wages earned, total hours worked, the
4 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
5 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
6 employee is paid, the name of the employee and only the last four digits of his or her social
7 security number or employee identification number, the name and address of the legal entity or
8 entities employing PLAINTIFFS and CLASS MEMBERS, and all applicable hourly rates in
9 effect during each pay period and the corresponding number of hours worked at each hourly rate,
10 in violation of California Labor Code § 226(a) and IWC Wage Order No. 5-2001, § 7.

11 56. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
12 to provide PLAINTIFFS and CLASS MEMBERS with timely and accurate itemized wage
13 statements in accordance with Labor Code § 226(a).

14 57. As a proximate result of DEFENDANTS' unlawful actions and omissions,
15 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
16 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFFS and
17 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
18 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
19 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
20 California Labor Code § 226(e), as well as other available remedies.

21 **EIGHTH CAUSE OF ACTION**

22 **Failure to Indemnify Employees for Necessary Expenditures**

23 **Incurred in Discharge of Duties**

24 **[Cal. Labor Code § 2802]**

25 **(Against all DEFENDANTS)**

26 58. PLAINTIFFS incorporate herein by specific reference, as though fully set forth,
27 the factual allegations in the foregoing paragraphs.

28 ///

59. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

60. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFFS and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for cell phone usage, and other employment-related expenses, in violation of California Labor Code § 2802.

61. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

NINTH CAUSE OF ACTION

Unfair and Unlawful Business Practices

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

(Against all DEFENDANTS)

62. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the factual allegations in the foregoing paragraphs.

63. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;

1 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
2 refusal to indemnify PLAINTIFFS and CLASS MEMBERS for necessary expenditures and/or
3 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
4 under California Business and Professions Code § 17200 *et seq.*

5 64. DEFENDANTS' violations of California wage and hour laws constitute a business
6 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
7 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS and
8 CLASS MEMBERS.

9 65. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
10 rest periods, and other benefits as required by the California Labor Code, the California Code of
11 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
12 report, and pay the correct sums of assessment to the state authorities under the California Labor
13 Code and other applicable regulations.

14 66. As a result of DEFENDANTS' unfair and unlawful business practices,
15 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
16 of PLAINTIFFS, CLASS MEMBERS, and members of the public. DEFENDANTS should be
17 made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS
18 MEMBERS.

19 67. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
20 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
21 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and
22 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
23 PLAINTIFFS and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
24 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
25 jurisdiction of this Court.

26 ///

27 ///

28 ///

1 **TENTH CAUSE OF ACTION**

2 **Representative Action for Civil Penalties**

3 **[Cal. Labor Code §§ 2698–2699.5]**

4 **(Against All DEFENDANTS)**

5 68. PLAINTIFFS incorporate herein by specific reference as though fully set forth the
6 allegations in all preceding paragraphs.

7 69. PLAINTIFFS are “aggrieved employees” within the meaning of California Labor
8 Code § 2699(c), and proper representatives to bring a civil action on behalf of themselves and
9 other current and former employees of DEFENDANTS pursuant to the procedures specified in
10 California Labor Code § 2699.3, because PLAINTIFFS and CLASS MEMBERS were employed
11 by DEFENDANTS and the alleged violations of the California Labor Code were committed
12 against PLAINTIFFS and CLASS MEMBERS.

13 70. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
14 Labor Code §§ 2698–2699.5, PLAINTIFFS and CLASS MEMBERS seek to recover civil
15 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
16 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a
17 representative action for the violations set forth above, including but not limited to violations of
18 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
19 2802. PLAINTIFFS and CLASS MEMBERS are also entitled to an award of reasonable
20 attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

21 71. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF BRADFORD gave
22 written notice on February 12, 2024 to DEFENDANTS REDWOOD HEALTHCARE CENTER
23 and DOES 1 through 50 by online filing to the California Labor and Workforce Development
24 Agency (“LWDA”) and by certified mail to DEFENDANTS REDWOOD HEALTHCARE
25 CENTER and DOES 1 through 50 of the specific provisions of the California Labor Code and
26 IWC Wage Orders alleged to have been violated, including the facts and theories to support the
27 alleged violations. More than sixty-five (65) days have passed and the LWDA has not provided
28 notice to PLAINTIFFS that it intends to investigate the alleged violations.

1 72. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF BRADFORD,
2 PLAINTIFF A. JAIMES, and S. JAIMES gave amended written notice to all DEFENDANTS on
3 December 2, 2024 by online filing to the California Labor and Workforce Development Agency
4 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
5 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
6 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
7 not provided notice to PLAINTIFFS that it intends to investigate the alleged violations.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, PLAINTIFFS, individually and on behalf of all other persons similarly
10 situated, respectfully pray for relief against DEFENDANTS as follows:

- 11 1. For compensatory damages in an amount to be ascertained at trial;
- 12 2. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well
13 as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 14 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
15 and IWC Wage Order No. 5-2001;
- 16 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 17 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
18 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
19 from engaging in the unlawful business practices complained of herein;
- 20 6. For waiting time penalties pursuant to California Labor Code § 203;
- 21 7. For statutory and civil penalties according to proof, including but not limited to all
22 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 23 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
24 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
25 provision providing for pre-judgment interest;
- 26 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code
27 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
28 providing for attorneys’ fees and costs;

- 1 10. For declaratory relief;
- 2 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
- 3 Seventh, Eighth, and Ninth Causes of Action as a class action;
- 4 12. For an order appointing PLAINTIFFS as class representatives, and PLAINTIFFS’
- 5 counsel as class counsel; and
- 6 13. For such further relief that the Court may deem just and proper.

7

8 DATED: December 2, 2024

Respectfully submitted,

MATERN LAW GROUP, PC

9

10

11 By: _____

Matthew J. Matern
Sara B. Tosdal
Nora R. Katz
Attorneys for PLAINTIFFS
NICOLE BRADFORD, SAMANTHA
JAIMES, and AMAIRANY JAIMES
individually and on behalf of others similarly
situated and aggrieved

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

DATED: December 2, 2024

MATERN LAW GROUP, PC

Matthew J. Matern
Sara B. Tosdal
Nora R. Katz
Attorneys for PLAINTIFFS
NICOLE BRADFORD, SAMANTHA
JAIMES, and AMAIRANY JAIMES
individually and on behalf of others similarly
situated and aggrieved