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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Alexandra Miller, Deputy

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

ANNA TOVAR, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

GOLDEN BEAR PT PARTNERS, LLC,
a Delaware limited liability company;
GOLDEN BEAR PHYSICAL THERAPY
SPORTS INJURY CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: CV-24-007273
[Consolidated with Case No.: CV-24-
007277]

**FIRST AMENDED CONSOLIDATED
CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, 204, and 210 (Wages During Employment and Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code §§ 2698, *et seq.*
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 ANNA TOVAR, individually, and on behalf of
2 other members of the general
3 public similarly situated;

4 Plaintiff,

5 v.

6 GOLDEN BEAR PT PARTNERS, LLC., a
7 Delaware limited liability company; GOLDEN
8 BEAR PHYSICAL THERAPY SPORTS
9 INJURY CENTER, INC., a California
10 corporation; and DOES 1 through 100,
11 inclusive;

12 Defendants.

Case No. CV-24-007277
[Consolidated with Case No. CV-24-007273]

COMES NOW, Plaintiff ANNA TOVAR and GARY MACHADO (“Plaintiffs,” “Plaintiff Tovar,” and “Plaintiff Machado”), individually, and on behalf of other members of the general public similarly situated, and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Stanislaus. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California, County of Stanislaus. Defendants employed Plaintiffs within the State of California, County of Stanislaus.

PARTIES

5. Plaintiff Tovar is an individual residing in the State of California. Plaintiff Machado is an individual residing in the State of California.

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1 6. Defendant GOLDEN BEAR PT PARTNERS, LLC, at all times herein
2 mentioned, was and is, upon information and belief, a Delaware limited liability company, and
3 at all times herein mentioned, was and is, an employer whose employees are engaged
4 throughout the State of California, including the County of Stanislaus. Defendant GOLDEN
5 BEAR PHYSICAL THERAPY SPORTS INJURY CENTER, INC., at all times herein
6 mentioned, was and is, upon information and belief, a California corporation, and at all times
7 herein mentioned, was and is, an employer whose employees are engaged throughout the State
8 of California, including the County of Stanislaus.

9 7. At all relevant times, Defendants GOLDEN BEAR PT PARTNERS, LLC and
10 GOLDEN BEAR PHYSICAL THERAPY SPORTS INJURY CENTER, INC. were each the
11 “employer” of Plaintiffs within the meaning of all applicable laws and statutes.

12 8. At all times herein relevant, Defendants GOLDEN BEAR PT PARTNERS, LLC,
13 GOLDEN BEAR PHYSICAL THERAPY SPORTS INJURY CENTER, INC., and DOES 1
14 through 100, and each of them, were the agents, partners, joint venturers, joint employers,
15 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each
16 of the other, and at all times relevant hereto were acting within the course and scope of their
17 authority as such agents, partners, joint venturers, joint employers, representatives, servants,
18 employees, successors-in-interest, co-conspirators and assigns, and all acts or omissions
19 alleged herein were duly committed with the ratification, knowledge, permission,
20 encouragement, authorization, and consent of each defendant designated herein.

21 9. The true names and capacities, whether corporate, associate, individual, or
22 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue
23 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
24 that information and belief allege, that each of the Defendants designated as a DOE is legally
25 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
26 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
27 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
28 capacities when the same have been ascertained.

10. Defendants GOLDEN BEAR PT PARTNERS, LLC, GOLDEN BEAR PHYSICAL THERAPY SPORTS INJURY CENTER, INC., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiffs bring this action individually and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from September 13, 2020, through April 5, 2025, subject to the terms of the escalator clause to be described in the Parties’ settlement agreement.

14. Plaintiffs reserve the right to establish subclasses as appropriate.

15. The class is ascertainable, and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time. However, the class is estimated to be greater than 1,000 individuals, and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.
- b. Typicality: Plaintiffs’ claims are typical of all other class members’ claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom Plaintiffs have a well-defined community of interest.

- 1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
2 each class member, with whom Plaintiffs have a well-defined community
3 of interest and typicality of claims, as demonstrated herein. Plaintiffs
4 have no interest that is antagonistic to the other class members. Plaintiffs'
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiffs have
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.
- 11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.
- 14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 16. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

- 24 a. Whether Defendants' failure to pay wages, timely and without abatement
25 or reduction, in accordance with the Labor Code, was willful;
- 26 b. Whether Defendants failed to pay their hourly-paid or non-exempt
27 employees within the State of California for all hours worked;

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- 1 c. Whether Defendants required Plaintiffs and the other class members to
2 work over eight (8) hours per day and/or over forty (40) hours per week,
3 or work hours other than those specified in the applicable alternative
4 workweek schedule, and failed to pay the legally required overtime
5 compensation to Plaintiffs and the other class members;
- 6 d. Whether Defendants properly calculated the regular rate for Plaintiffs
7 and the other class members who worked overtime, were entitled to paid
8 sick leave pay and/or were entitled to meal or rest period premiums, and
9 earned incentive pay or other compensation that impacts the regular rate
10 of pay;
- 11 e. Whether Defendants deprived Plaintiffs and the other class members of
12 legally mandated meal and/or rest periods and failed to compensate them
13 the related premium wages pursuant to Labor Code sections 226.7(c) and
14 512;
- 15 f. Whether Defendants failed to pay minimum wages to Plaintiffs and the
16 other class members for all hours worked;
- 17 g. Whether Defendants failed to pay all wages due to Plaintiffs and the other
18 class members within the required time during employment and/or upon
19 their discharge or resignation;
- 20 h. Whether Defendants complied with wage reporting and/or failed to
21 maintain payroll records as required by the Labor Code, including, inter
22 alia, sections 226 and 1174;
- 23 i. Whether Defendants failed to reimburse Plaintiffs and the other class
24 members for necessary business-related expenses and costs;
- 25 j. Whether Defendants complied with the obligation to provide one (1) day's
26 rest in seven (7);
- 27 k. Whether Defendants' conduct was willful or reckless;

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- 1 l. Whether Defendants engaged in unfair business practices in violation of
2 Business & Professions Code sections 17200, *et seq.*;
- 3 m. The appropriate amount of damages, restitution, and/or monetary
4 penalties resulting from Defendants' violation of the law; and
- 5 n. Whether Plaintiffs and the other class members are entitled to
6 compensatory damages pursuant to the Labor Code.

7 **GENERAL ALLEGATIONS**

8 17. During the relevant time period set forth herein, Defendants employed Plaintiffs
9 and other persons as hourly-paid or non-exempt employees within the State of California,
10 including the County of Stanislaus.

11 18. Defendants, jointly and severally, employed Plaintiffs as an hourly-paid non-
12 exempt employee during the relevant time period in the State of California, County of
13 Stanislaus.

14 19. Defendants had the authority to hire and terminate Plaintiffs and other class
15 members; to set work rules and conditions governing Plaintiffs' and other class members'
16 employment; and to supervise their daily employment activities.

17 20. Defendants exercised sufficient authority over the terms and conditions of
18 Plaintiffs and other class members' employment for them to be joint employers of Plaintiffs
19 and the other class members.

20 21. Defendants directly hired and paid wages and benefits to Plaintiffs and other
21 class members.

22 22. Defendants continue to employ hourly-paid or non-exempt employees within the
23 State of California.

24 23. Plaintiffs and other class members worked over eight (8) hours in a day, and/or
25 forty (40) hours in a week, or worked hours other than those specified in the applicable
26 alternative workweek schedule, during their employment with Defendants.

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1 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
3 employees within the State of California. This scheme involved, inter alia, failing to pay them
4 for all hours worked, sick leave, and failing to provide legally mandated meal and rest breaks
5 or pay related premium wages in lieu thereof, in violation of the law.

6 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and other class members were entitled to receive
8 certain wages for overtime compensation and that Plaintiffs and other class members were not
9 receiving wages for overtime compensation.

10 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 failed to provide Plaintiffs and other class members the required rest and meal periods during
12 the relevant time period as required under the Industrial Welfare Commission Wage Orders,
13 and, thus, they are entitled to any and all applicable penalties.

14 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that Plaintiffs and other class members were entitled to receive
16 all timely and complete meal periods or payment of one additional hour of pay at Plaintiffs'
17 and the other class members' regular rate of pay when a meal period was missed, late, or
18 interrupted, and that Plaintiffs and other class members did not receive all timely and proper
19 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
20 period was missed.

21 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs and other class members were entitled to receive
23 all timely rest periods without interruption or payment of one additional hour of pay at
24 Plaintiffs' and the other class members' regular rate of pay when a rest period was missed,
25 late, or interrupted, and that Plaintiffs and other class members did not receive all rest periods
26 or payment of one additional hour of pay at their regular rate of pay when a rest period was
27 missed.

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1 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and other class members were entitled to receive
3 at least minimum wages for compensation and that Plaintiffs and other class members were
4 not receiving at least minimum wages for all hours worked.

5 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and other class members were entitled to receive
7 the wages owed to them during employment and upon discharge or resignation, including
8 overtime and minimum wages and meal and rest period premiums, and that Plaintiffs and other
9 class members did not, in fact, receive such wages owed to them during employment and/or
10 at the time of their discharge or resignation.

11 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and other class members were entitled to receive
13 complete and accurate wage statements in accordance with the law, but, in fact, Plaintiffs and
14 other class members did not receive complete and accurate wage statements from Defendants.
15 The deficiencies included, inter alia, the failure to include the total number of hours worked
16 by Plaintiffs and other class members.

17 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members were entitled to
19 reimbursement for necessary business-related expenses.

20 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 knew or should have known that they had a duty to compensate Plaintiffs and other class
22 members pursuant to the law, and that Defendants had the financial ability to pay such
23 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
24 represented to Plaintiffs and other class members that they were properly denied wages, all in
25 order to increase Defendants' profits.

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1 34. As a pattern and practice, during the relevant time period set forth herein,
2 Defendants failed to pay overtime wages to Plaintiffs and other class members for all hours
3 worked. Plaintiffs and other class members were required to work more than eight (8) hours
4 per day and/or forty (40) hours per week and/or or worked hours other than those specified in
5 the applicable alternative workweek schedule, without overtime compensation.

6 35. As a pattern and practice, during the relevant time period set forth herein,
7 Defendants failed to properly calculate and pay sick leave to Plaintiffs and the other class
8 members.

9 36. As a pattern and practice, during the relevant time period set forth herein,
10 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to
11 Plaintiffs and other class members.

12 37. As a pattern and practice, during the relevant time period set forth herein,
13 Defendants failed to pay Plaintiffs and other class members at least minimum wages for all
14 hours worked.

15 38. As a pattern and practice, during the relevant time period set forth herein,
16 Defendants failed to pay Plaintiffs and other class members the wages owed to them during
17 employment and/or upon discharge or resignation.

18 39. As a pattern and practice, during the relevant time period set forth herein,
19 Defendants failed to provide complete or accurate wage statements to Plaintiffs and other class
20 members.

21 40. As a pattern and practice, during the relevant time period set forth herein,
22 Defendants failed to reimburse Plaintiffs and the other class members for necessary business-
23 related expenses.

24 41. As a pattern and practice, during the relevant time period set forth herein,
25 Defendants failed to properly compensate Plaintiffs and other class members pursuant to the
26 law in order to increase Defendants' profits.

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42. Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

**(Violation of, among others, California Labor Code §§ 510 and 1198)
(Against GOLDEN BEAR PT PARTNERS, LLC, GOLDEN BEAR PHYSICAL
THERAPY SPORTS INJURY CENTER, INC., and DOES 1 through 100)**

43. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 42, and each and every part thereof with the same force and effect as though fully set forth herein.

44. Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

45. The applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and other class members employed by Defendants, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

46. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

47. Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

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1 48. During the relevant time period set forth herein, Plaintiffs and other class
2 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in
3 a week, and/or worked hours other than those specified in the applicable alternative workweek
4 schedule.

5 49. As a pattern and practice, during the relevant time period set forth herein,
6 Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and
7 other class members (but not all).

8 50. Defendants' pattern and practice of failing to pay Plaintiffs and other class
9 members the unpaid balance of overtime compensation, as required by the laws, violate the
10 provisions of Labor Code sections 510 and 1198 and is unlawful.

11 51. Pursuant to Labor Code section 1194, Plaintiffs and other class members are
12 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'
13 fees.

14 **SECOND CAUSE OF ACTION**

15 **(Violation of, among others, California Labor Code §§ 226.7 and 512(a))**
16 **(Against GOLDEN BEAR PT PARTNERS, LLC, GOLDEN BEAR PHYSICAL**
17 **THERAPY SPORTS INJURY CENTER, INC., and DOES 1 through 100)**

18 52. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
19 through 51, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 53. During the relevant time period set forth herein, the IWC Order and Labor Code
22 sections 226.7 and 512(a) were applicable to Plaintiffs' and other class members' employment
23 by Defendants.

24 54. During the relevant time period set forth herein, Labor Code section 226.7
25 provides that no employer shall require an employee to work during any meal or rest period
26 mandated by an applicable order of the IWC.

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1 55. During the relevant time period set forth herein, the applicable IWC Wage Order
2 and Labor Code section 512(a) provide that an employer may not require, cause or permit an
3 employee to work for a work period of more than five (5) hours per day without providing the
4 employee with a meal period of not less than thirty (30) minutes, except that if the total work
5 period per day of the employee is no more than six (6) hours, the meal period may be waived
6 by mutual consent of both the employer and employee.

7 56. During the relevant time period set forth herein, the applicable IWC Wage Order
8 and Labor Code section 512(a) further provide that an employer may not require, cause, or
9 permit an employee to work for a work period of more than ten (10) hours per day without
10 providing the employee with a second uninterrupted meal period of not less than thirty (30)
11 minutes, except that if the total hours worked is no more than twelve (12) hours, the second
12 meal period may be waived by mutual consent of the employer and the employee only if the
13 first meal period was not waived.

14 57. As a pattern and practice, during the relevant time period set forth herein,
15 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
16 time no longer than six (6) hours, and who did not waive their legally-mandated meal periods
17 by mutual consent, were required to work for periods longer than five (5) hours without an
18 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

19 58. As a pattern and practice, during the relevant time period set forth herein,
20 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
21 time no longer than twelve (12) hours, and who did not waive their legally-mandated meal
22 periods by mutual consent, were required to work for periods longer than ten (10) hours
23 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
24 period.

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1 59. As a pattern and practice, during the relevant time period set forth herein,
2 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
3 time in excess of six (6) hours were required to work for periods longer than five (5) hours
4 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
5 period.

6 60. As a pattern and practice, during the relevant time period set forth herein,
7 Plaintiffs and other class members (but not all) who were scheduled to work for a period of
8 time in excess of twelve (12) hours were required to work for periods longer than ten (10)
9 hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without
10 a rest period.

11 61. As a pattern and practice, during the relevant time period set forth herein,
12 Defendants intentionally and willfully required Plaintiffs and other class members (but not
13 all) to work during meal periods and failed to compensate Plaintiffs and the other class
14 members (but not all) the full meal period premium for work performed during meal periods.

15 62. As a pattern and practice, during the relevant time period set forth herein,
16 Defendants failed to pay Plaintiffs and other class members (but not all) the full meal period
17 premium due pursuant to Labor Code section 226.7.

18 63. Defendants' conduct violates applicable IWC Wage Order and Labor Code
19 sections 226.7 and 512(a).

20 64. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(c),
21 Plaintiffs and other class members are entitled to recover from Defendants one additional hour
22 of pay at the employee's regular rate of compensation for each workday that the meal period
23 was not provided.

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1 **THIRD CAUSE OF ACTION**

2 **(Violation of, among others, California Labor Code § 226.7)**

3 **(Against GOLDEN BEAR PT PARTNERS, LLC, GOLDEN BEAR PHYSICAL**
4 **THERAPY SPORTS INJURY CENTER, INC., and DOES 1 through 100)**

5 65. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
6 through 64, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 66. During the relevant time period set forth herein, the applicable IWC Wage Order
9 and Labor Code section 226.7 were applicable to Plaintiffs' and other class members'
10 employment by Defendants.

11 67. During the relevant time period set forth herein, Labor Code section 226.7
12 provides that no employer shall require an employee to work during any rest period mandated
13 by an applicable order of the IWC.

14 68. During the relevant time period set forth herein, the applicable IWC Wage Order
15 provides that "[e]very employer shall authorize and permit all employees to take rest periods,
16 which insofar as practicable shall be in the middle of each work period" and that the "rest
17 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
18 rest time per four (4) hours or major fraction thereof" unless the total daily work time is less
19 than three and one-half (3 ½) hours.

20 69. As a pattern and practice, during the relevant time period set forth herein,
21 Defendants required Plaintiffs and other class members (but not all) to work four (4) or more
22 hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour
23 period worked.

24 70. As a pattern and practice, during the relevant time period set forth herein,
25 Defendants willfully required Plaintiffs and other class members (but not all) to work during
26 rest periods and failed to pay Plaintiffs and the other class members the full rest period
27 premium for work performed during rest periods.

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71. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiffs and the other class members (but not all) the full rest period premium due pursuant to Labor Code section 226.7.

72. Defendants' conduct violates applicable IWC Wage Orders and Labor Code section 226.7.

73. Pursuant to the applicable IWC Wage Orders and Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of, among others, California Labor Code §§ 1194 and 1197)

(Against GOLDEN BEAR PT PARTNERS, LLC, GOLDEN BEAR PHYSICAL THERAPY SPORTS INJURY CENTER, INC., and DOES 1 through 100)

74. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 73, and each and every part thereof with the same force and effect as though fully set forth herein.

75. During the relevant time period set forth herein, Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

76. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiffs and other class members (but not all) as required, pursuant to Labor Code sections 1194 and 1197.

77. Defendants' failure to pay Plaintiffs and other class members the minimum wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiffs and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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1 78. Pursuant to Labor Code section 1194.2, Plaintiffs and other class members are
2 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
3 interest thereon.

4 **FIFTH CAUSE OF ACTION**

5 **(Violation of, among others, California Labor Code §§ 201, 202, 204, and 210)**
6 **(Against GOLDEN BEAR PT PARTNERS, LLC, GOLDEN BEAR PHYSICAL**
7 **THERAPY SPORTS INJURY CENTER, INC., and DOES 1 through 100)**

8 79. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
9 through 78, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 80. During the relevant time period set forth herein, Labor Code sections 204 and
12 210 require employers to timely pay wages to employees during employment and sections 201
13 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at
14 the time of discharge are due and payable immediately, and if an employee quits their
15 employment, their wages shall become due and payable not later than seventy-two (72) hours
16 thereafter, unless the employee has given seventy-two (72) hours' notice of their intention to
17 quit, in which case the employee is entitled to their wages at the time of quitting.

18 81. As a pattern and practice, during the relevant time period set forth herein,
19 Defendants intentionally and willfully failed to timely pay Plaintiffs and other class members
20 (but not all) their wages during employment, and those who are no longer employed by
21 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
22 Defendants' employ.

23 82. Defendants' pattern and practice of failing to timely pay Plaintiffs and other
24 class members during employment and those who are no longer employed by Defendants their
25 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ,
26 are in violation of Labor Code sections 201, 202, 204, and 210.

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83. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

84. Plaintiffs and other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of, among others, California Labor Code § 226(a))

**(Against GOLDEN BEAR PT PARTNERS, LLC, GOLDEN BEAR PHYSICAL
THERAPY SPORTS INJURY CENTER, INC., and DOES 1 through 100)**

85. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. During the relevant time period set forth herein, Labor Code section 226(a) provides that every employer shall furnish each of their employees an accurate itemized statement in writing showing: (a) gross wages earned, (b) total hours worked by the employee, (c) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (d) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (e) net wages earned, (f) the inclusive dates of the period for which the employee is paid, (g) the name of the employee and their social security number, (h) the name and address of the legal entity that is the employer, and (i) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

1 87. As a pattern and practice, Defendants have intentionally and willfully failed to
2 provide Plaintiffs and other class members (but not all) with complete and accurate wage
3 statements. The deficiencies include, but are not limited to, the failure to include the total
4 number of hours worked by Plaintiffs and other class members.

5 88. As a result of Defendants' violation of Labor Code section 226(a), Plaintiffs and
6 other class members have suffered injury and damage to their statutorily protected rights.

7 89. More specifically, Plaintiffs and other class members have been injured by
8 Defendants' intentional and willful violation of Labor Code section 226(a) because they were
9 denied both their legal right to receive, and their protected interest in receiving, accurate and
10 itemized wage statements pursuant to Labor Code section 226(a).

11 90. Plaintiffs and other class members are entitled to recover from Defendants the
12 greater of their actual damages caused by Defendants' failure to comply with Labor Code
13 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

14 91. Plaintiffs and other class members are also entitled to injunctive relief to ensure
15 compliance with this section, pursuant to Labor Code section 226(h).

16 **SEVENTH CAUSE OF ACTION**

17 **(Violation of, among others, California Labor Code §§ 2800 and 2802)**

18 **(Against GOLDEN BEAR PT PARTNERS, LLC, GOLDEN BEAR PHYSICAL**
19 **THERAPY SPORTS INJURY CENTER, INC., and DOES 1 through 100)**

20 92. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
21 through 91, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 93. Pursuant to Labor Code sections 2800 and 2802, an employer must reimburse its
24 employee for all necessary expenditures incurred by the employee in direct consequence of the
25 discharge of their job duties or in direct consequence of their obedience to the directions of the
26 employer.

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94. Defendants have intentionally and willfully failed to reimburse Plaintiffs and other class members (but not all) for all necessary business-related expenses and costs. Plaintiffs and other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

(Violation of, among others California Labor Code § 2698, *et seq.*)

(Against GOLDEN BEAR PT PARTNERS, LLC, GOLDEN BEAR PHYSICAL
THERAPY SPORTS INJURY CENTER, INC., and DOES 1 through 100)

95. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 94, and each and every part thereof with the same force and effect as though fully set forth herein.

96. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of other current or former employees.

97. On June 26, 2024, Plaintiff Tovar provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA. Plaintiff Tovar believes that on or about August 30, 2024, the sixty-five (65) day notice period expired, and the LWDA did not take any action to investigate or prosecute this matter. Plaintiff Tovar has exhausted her administrative remedies.

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1 98. Plaintiff Tovar and the other hourly-paid or non-exempt employees are
2 “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all current
3 and former hourly-paid or non-exempt employees of Defendants within the State of California
4 at any time during the period from June 26, 2023, through April 5, 2025, subject to the terms
5 of the escalator clause to be described in the Parties’ settlement agreement, and one or more of
6 the alleged violations was committed against them.

7 **Failure to Pay For All Time Worked and/or to Pay Minimum and Overtime**
8 **Wages**

9 99. At all times relevant herein, Defendants were required to compensate their non-
10 exempt employees for all time worked and/or to pay minimum wages for all hours worked
11 and overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40)
12 hours in a workweek, pursuant to the mandate of Labor Code sections 510, 558, 1194, 1197,
13 1197.1, and 1198.

14 100. As a policy and practice, Defendants failed to compensate Plaintiff Tovar and
15 the other aggrieved current and former employees for all hours worked, resulting in a failure
16 to pay all minimum wages and overtime wages, where applicable.

17 **Failure to Provide Meal Periods and Rest Breaks**

18 101. In accordance with the mandates of Labor Code sections 226.7 and 512,
19 Defendants were required to authorize and permit their non-exempt employees to take a ten
20 (10) minute rest break for every four (4) hours worked or major fraction thereof, and were
21 further required to provide their non-exempt employees with a thirty (30) minute meal period
22 for every five (5) hours worked.

23 102. As a policy and practice, Defendants failed to provide Plaintiff Tovar and the
24 other aggrieved current and former employees with legally mandated meal periods and rest
25 breaks and failed to pay proper compensation for this failure.

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1 **Failure to Timely Pay Wages During Employment**

2 103. At all times relevant herein, Defendants were required to pay their employees
3 within a specified time period pursuant to the mandate of Labor Code sections 204 and 210.

4 104. As a policy and practice, Defendants failed to pay Plaintiff Tovar and the other
5 aggrieved current and former employees all wages due and owing them within the required
6 time period.

7 **Failure to Timely Pay Wages Upon Termination**

8 105. At all times relevant herein, Defendants were required to pay their employees
9 all wages owed in a timely fashion at the end of employment pursuant to Labor Code sections
10 201 to 204.

11 106. As a result of Defendants' Labor Code violations alleged above, Defendants
12 failed to pay Plaintiff Tovar and the other aggrieved former employees their final wages
13 pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties
14 pursuant to Labor Code section 203.

15 **Failure to Provide Complete and Accurate Wage Statements**

16 107. At all times relevant herein, Defendants were required to keep accurate records
17 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
18 1174.

19 108. As a result of Defendants' various Labor Code violations, Defendants failed to
20 keep accurate records regarding Plaintiff Tovar and the other aggrieved current and former
21 employees. For example, Defendants failed in their affirmative obligation to keep accurate
22 records regarding Plaintiff Tovar and the other aggrieved current and former employees' gross
23 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
24 rates and the number of hours worked at each hourly rate.

25 **Failure to Provide and Properly Pay for Paid Sick Leave Days**

26 109. At all times relevant herein, Defendants were required to provide their
27 employees with paid sick days at their regular rate of pay pursuant to Labor Code section 246
28 *et seq.*

110. As a policy and practice, Defendants failed to provide Plaintiff Tovar and other aggrieved current and former employees with paid sick days at the proper rate of pay pursuant to Labor Code section 246 *et seq.*

Failure to Provide One (1) Day's Rest in Seven (7)

111. At all times relevant herein, Defendants were required to provide their employees with one (1) day's rest in seven (7) pursuant to Labor Code sections 551 and 552.

112. As a policy and practice, Defendants failed to provide Plaintiff Tovar and other aggrieved current and former employees with one (1) day's rest in seven (7) pursuant to Labor Code sections 551 and 552.

Failure to Reimburse Business Expenses

113. At all times relevant herein, Defendants were required to reimburse its employees for any and all necessary expenditures or losses incurred by the employees in direct consequences of the discharge of his or her duties pursuant to the mandate of Labor Code sections 2800 and 2802.

114. As a policy and practice, Defendants failed to pay Plaintiff Tovar and the other former employees all business expenses incurred and owing them within the required time period.

Penalties

115. Pursuant to Labor Code section 2699, Plaintiff Tovar, on behalf of current and former employees of Defendants and exclusively as a proxy of the State of California, request and are entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, including but not limited to:

- a. Penalties under Labor Code section 2699 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

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- b. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

(Violation of, among others California Business & Professions Code §§ 17200, *et seq.*)

(Against GOLDEN BEAR PT PARTNERS, LLC, GOLDEN BEAR PHYSICAL THERAPY SPORTS INJURY CENTER, INC., and DOES 1 through 100)

116. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 115, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 117. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
2 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
3 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
4 interest within the meaning of Code of Civil Procedure section 1021.5.

5 118. Defendants' activities as alleged herein are violations of the law, and constitute
6 unlawful business acts and practices in violation of Business & Professions Code sections
7 17200, *et seq.*

8 119. A violation of Business & Professions Code sections 17200, *et seq.* may be
9 predicated on the violation of any state or federal law. In this instant case, Defendants' pattern
10 and practice of requiring Plaintiffs and other class members to work overtime hours without
11 paying them proper compensation violate Labor Code sections 510 and 1198. Additionally,
12 Defendants' pattern and practice of requiring Plaintiffs and other class members to work
13 through their meal and rest periods without paying them proper compensation violate Labor
14 Code sections 226.7 and 512(a). Moreover, Defendants' pattern and practice of failing to
15 timely pay wages to Plaintiffs and other class members violate Labor Code sections 201 202,
16 204, and 210. Defendants also violated Labor Code sections 226(a), 1194, 1197, 1197.1, 2800,
17 and 2802.

18 120. As a result of the herein described violations of the law, Defendants unlawfully
19 gained an unfair advantage over other businesses.

20 121. Plaintiffs and other class members (but not all) have been personally injured by
21 Defendants' unlawful business acts and practices as alleged herein, including but not
22 necessarily limited to the loss of money and/or property.

23 122. Pursuant to Business & Professions Code sections 17200, *et seq.*, Plaintiffs and
24 other class members are entitled to restitution of the wages withheld and retained by
25 Defendants during a period that commences four years prior to the filing of this Complaint;
26 an award of attorneys' fees pursuant to Code of Civil procedure section 1021.5 and other
27 applicable laws; and an award of costs.

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs, individually, and on behalf of other members of the general public similarly
3 situated, request a trial by jury.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the
6 general public similarly situated, pray for relief and judgment against Defendants, jointly and
7 severally, as follows:

8 **Class Certification**

- 9 1. That this action be certified as a class action;
10 2. That Plaintiffs be appointed as representatives of the Class;
11 3. That counsel for Plaintiffs be appointed as Class Counsel; and
12 4. That Defendants provide to Class Counsel immediately the names and most
13 current contact information (address, e-mail, and telephone numbers) of all class
14 members.

15 **As to the First Cause of Action**

16 5. That the Court declare, adjudge, and decree that Defendants violated, among
17 others, Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully
18 failing to pay all overtime wages due to Plaintiffs and other class members (but not all);

19 6. For general unpaid wages at overtime wage rates and such general and special
20 damages as may be appropriate;

21 7. For pre-judgment interest on any unpaid overtime compensation commencing
22 from the date such amounts were due;

23 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor
24 Code section 1194; and

25 9. For such other and further relief as the court may deem just and proper.

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As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated, among others, Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and other class members (but not all);

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated, among others, Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and other class members (but not all);

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated, among others, Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs and other class members (but not all);

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 1194(a);

27. For liquidated damages pursuant to Labor Code section 1194.2; and

28. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

29. That the Court declare, adjudge, and decree that Defendants violated, among others, Labor Code sections 201, 202, 203, 204, and 210 by willfully failing to pay all compensation owed during employment and at the time of termination of the employment of Plaintiffs and other class members (but not all) no longer employed by Defendants;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to Labor Code section 203 for the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the court may deem just and proper.

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As to the Sixth Cause of Action

34. That the Court declare, adjudge, and decree that Defendants violated, among others, the record keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and other class members (but not all), and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential, and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to Labor Code section 226(h); and

38. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge, and decree that Defendants violated, among others, Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and other class members (but not all) for all necessary business-related expenses as required by Labor Code sections 2800 and 2802;

40. For actual, consequential, and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802;

46. Upon this Cause of Action, for costs and attorneys' fees pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute; and

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1 47. For such other and further relief as the Court may deem just and proper.

2 **As to the Ninth Cause of Action**

3 48. That the Court declare, adjudge, and decree that Defendants violated Business
4 and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and other class
5 members all overtime compensation due to them, failing to provide all meal and rest periods
6 to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs
7 and the other class members, failing to pay Plaintiffs' and other class members' wages timely
8 as required by Labor Code sections 201 and 202.

9 49. For restitution of unpaid wages to Plaintiffs and other class members and all pre-
10 judgment interest from the day such amounts were due and payable;

11 50. For the appointment of a receiver to receive, manage, and distribute any and all
12 funds disgorged from Defendants and determined to have been wrongfully acquired by
13 Defendants as a result of violation of Business and Professions Code sections 17200, *et seq.*;

14 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code
15 of Civil Procedure section 1021.5;

16 52. For injunctive relief to ensure compliance with this section, pursuant to Business
17 and Professions Code sections 17200, *et seq.*; and

18 53. For such other and further relief as the court may deem just and proper.

19
20 Dated: March 5, 2025

JUSTICE LAW CORPORATION

21 By: 
22 Douglas Han
23 Shunt Tatavos-Gharajeh
24 Jamie Nguyen
25 *Attorneys for Plaintiffs*
26
27
28

EXHIBIT 1

June 26, 2024

BY U.S. MAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: GOLDEN BEAR PT PARTNERS, LLC AND GOLDEN BEAR PHYSICAL
THERAPY SPORTS INJURY CENTER, INC.**

Dear Representative:

We have been retained to represent Anna Tovar against Golden Bear PT Partners, LLC and Golden Bear Physical Therapy Sports Injury Center, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer or managing agent acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-20¹ for violations of California wage-and-hour laws (hereinafter referred to as "Golden Bear").

Ms. Tovar is pursuing her California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Tovar may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Golden Bear PT Partners, LLC is a Delaware limited liability company located at 1 E Wacker Dr. STE 2900, Chicago, IL 60601. Golden Bear Physical Therapy Sports Injury Center, Inc. is a CA corporation located at 220 Remington Blvd., Bolingbrook, IL 60440.

Golden Bear employed Ms. Tovar as an hourly-paid non-exempt Authorization Coordinator within one year of the date of this letter (until in or about February of 2024) in the State of California. Golden Bear directly controls the wages, hours and/or working conditions of Ms. Tovar and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

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¹ Ms. Tovar does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Tovar will amend this notice when the true names and capacities are known. Ms. Tovar is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Tovar and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Ms. Tovar may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of Golden Bear within the State of California.

Golden Bear failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly compensate minimum and overtime wages, failed to properly provide legally mandated meal and rest breaks or pay premium wages in lieu thereof, failed to issue compliant wage statements, and failed to reimburse for all necessary business-related costs and expenses, thus resulting in Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Tovar has standing to pursue penalties on behalf of the state for violations affecting all aggrieved employees at Golden Bear, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

Golden Bear has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Tovar and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Golden Bear failed to compensate Ms. Tovar and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. Golden Bear also failed to include non-discretionary bonuses and incentives in Ms. Tovar and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Further, Golden Bear required Ms. Tovar and other aggrieved employees to work 12-hour shifts without overtime compensation. Therefore, Ms. Tovar and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, Golden Bear failed to pay Ms. Tovar and other aggrieved employees paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at a non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, Golden Bear routinely required Ms. Tovar and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with Golden Bear's policies and expectations and meet quotas. Golden Bear failed to provide coverage to Ms. Tovar and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, Golden Bear failed to authorize and permit Ms. Tovar and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, Golden Bear failed to compensate Ms. Tovar and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." Golden Bear required Ms. Tovar and other aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Golden Bear required Ms. Tovar and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, Golden Bear failed to pay Ms. Tovar and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 202 and therefore is liable under California Labor Code sections 203 and 210.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Golden Bear failed to pay Ms. Tovar and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204, and is therefore liable under California Labor Code section 210.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Golden Bear did not provide Ms. Tovar and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Golden Bear were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Tovar and other aggrieved employees, (2) total hours worked by Ms. Tovar and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Tovar and other aggrieved employees, (4) all deductions for Ms. Tovar and other aggrieved employees, (5) net wages earned by Ms. Tovar and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Tovar and aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate Ms. Tovar and by aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Pursuant to the code, (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Tovar and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Golden Bear failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Ms. Tovar and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Golden Bear did not provide Ms. Tovar and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of their obedience to the directions of the employer. During their employment, Ms. Tovar and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Golden Bear.

We believe that Ms. Tovar and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code sections 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether the California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Tovar will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of Golden Bear within one year of the date of this letter, as allowed by law.

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LWDA
June 26, 2024
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Golden Bear PT Partners, LLC
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive,
Sacramento, CA 95833
Agent for Service of Process for Golden Bear PT Partners, LLC

Legal Department
c/o Golden Bear PT Partners, LLC
1 E Wacker Dr Ste 2900,
Chicago, IL 60601

Golden Bear Physical Therapy Sports Injury Center, Inc.
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive,
Sacramento, CA 95833
Agent for Service of Process for Golden Bear Physical Therapy Sports Injury Center, Inc.

Legal Department
c/o Golden Bear Physical Therapy Sports Injury Center, Inc.
220 Remington Blvd.,
Bolingbrook, IL 60440

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On March 5, 2025, I served the foregoing document described as

**FIRST AMENDED CONSOLIDATED CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES**

on interested parties in this action a true and correct copy thereof to the email addresses as follows:

Stacy Henderson (stacy@hendersonhatfield.com)
Raquel Hatfield (raquel@hendersonhatfield.com)
Vanessa Luna (vanessa@hendersonhatfield.com)

HENDERSON HATFIELD
1101 15th Street
Modesto, California 95354

Attorney(s) for Defendants' Golden Bear PT Partners, LLC & Golden Bear Physical Therapy Sports Injury Center, Inc.

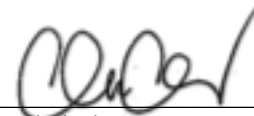
[X] BY E-MAIL

Pursuant to an agreement between the Parties regarding electronic service, the above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on March 5, 2025, at Pasadena, California.



Christina Castro

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On March 11, 2025, I served the foregoing document described as

**FIRST AMENDED CONSOLIDATED CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES**

for the following case: **Anna Tovar, et al. v. Golden Bear Pt Partners, LLC, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-1036588-24**
Court Case No.: CV-24-007273
[Consolidated with Case No. CV-24-007277]
Stanislaus County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on March 11, 2025, at Pasadena, California.



Christina Castro