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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

BERSABEH BIRU, individually, on behalf of all
others similarly situated, the State of California,
and other aggrieved employees,

Plaintiff,

v.

CENTRIA HEALTHCARE, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: **24CV089770**

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7);
5. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
6. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
7. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
8. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff BERSABEH BIRU (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants CENTRIA HEALTHCARE, LLC
6 and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California
7 Labor Code violations and unfair business practices stemming from Defendants’ failure to pay
8 for all hours worked (minimum, straight time, and overtime wages), failure to provide meal
9 periods, failure to authorize and permit rest periods, failure to furnish accurate wage statements,
10 and failure to indemnify employees for expenditures.

11 2. Plaintiff brings the First through Seventh Causes of Action individually and as a
12 class action on behalf of herself and certain current and former employees of Defendants
13 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
14 below). The Class consists of Plaintiff and all other persons who have been employed by any
15 Defendant in California as an hourly-paid or non-exempt employee during the statute of
16 limitations period applicable to the claims pleaded here.

17 3. Plaintiff brings the Eighth Cause of Action as a representative action under the
18 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
19 Plaintiff, the State of California, and past and present non-exempt employees by Defendants in
20 the State of California during the statute of limitations period for her PAGA claim (hereinafter
21 referred to as the “Aggrieved Employees”).

22 4. Defendants own/owned and operate/operated an industry, business, and
23 establishment within the State of California, including Alameda County. As such and based
24 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
25 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
26 Commission (“IWC”), and the California Business & Professions Code.

27 5. Despite these requirements, throughout the statutory period, Defendants
28 maintained a systematic, company-wide policy and practice of:

- (a) Failing to pay employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and
- (e) Failing to indemnify employees for expenditures incurred in direct discharge of their job duties of employment.

6. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged herein, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

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THE PARTIES

A. Plaintiff

8. Plaintiff BERSABEH BIRU is a California resident who worked for Defendants in Alameda County, California as an hourly-paid, non-exempt employee from approximately September 2019 through the present.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant CENTRIA HEALTHCARE, LLC, is, and at all times herein mentioned, was:

- (a) An entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Alameda County; and,
- (b) The current employer of Plaintiff and the current and/or former employer of the putative Class, and the current and/or former employer of the Aggrieved Employees because Defendant CENTRIA HEALTHCARE, LLC suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as DOES 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, the Defendants named as DOES 1-10, inclusive,

1 and each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
2 and/or injured Plaintiff, the Class, and the Aggrieved Employees in the State of California.

3 13. Plaintiff is informed and believes and thereon alleges that at all relevant times
4 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
5 the other employees described in the class definition below, and the Aggrieved Employees and
6 exercised control over their wages, hours, and working conditions. Plaintiff is informed and
7 believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent,
8 partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent
9 corporation, successor in interest and/or predecessor in interest of some or all of the other
10 Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for
11 profit, and bore such other relationships to some or all of the other Defendants so as to be liable
12 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes
13 and thereon alleges that each Defendant acted pursuant to and within the scope of the
14 relationships alleged above, that each Defendant knew or should have known about, and
15 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
16 Defendants.

17 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

18 14. Plaintiff worked for Defendants in California as an hourly-paid, non-exempt
19 employee from approximately September 2019 through the present. During Plaintiff's
20 employment for Defendants, Defendants paid Plaintiff an hourly wage and classified her as non-
21 exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a
22 workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours
23 in a workday and more than forty (40) hours in a workweek.

24 15. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
25 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
26 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to
27 furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for employment-
28 related expenditures. As discussed below, Plaintiff's experience working for Defendants was

1 typical and illustrative.

2 16. Throughout the statutory period, Defendants maintained a policy and practice of
3 not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including
4 minimum, straight time, and overtime wages. Defendants required Plaintiff, the Class, and the
5 Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring
6 Plaintiff, the Class, and the Aggrieved Employees to perform work prior to clocking in for the
7 workday, during unpaid meal periods, and after clocking out for the workday. Defendants also
8 regularly used a system of time rounding and/or synthetic timekeeping that resulted, over a
9 period of time, in failing to compensate Plaintiffs, the Class, and the Aggrieved Employees
10 properly for all the time they have actually worked, even though the realities of Defendants’
11 operations are such that it is possible, practical, and feasible to count and pay for work time to
12 the minute. Accordingly, Defendants frequently paid Plaintiffs, the Class, and the Aggrieved
13 Employees less than all their work time. Some of this unpaid work should have been paid at the
14 overtime rate. Defendants also required Plaintiff, the Class, and the Aggrieved Employees to
15 work in excess of eight hours in any workday or forty (40) hours in a workweek without
16 receiving all overtime wages. In failing to pay for all hours worked, Defendants also failed to
17 maintain accurate records of the hours Plaintiff, the Class, and the Aggrieved Employees worked.

18 17. Throughout the statutory period, Defendants wrongfully failed to include non-
19 discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or
20 shift differentials in the calculation of Plaintiff’s, the other Class Members’, and the Aggrieved
21 Employees’ regular rate of pay used to calculate their overtime rate for the payment of overtime
22 wages. Plaintiff, the other Class Members, and the Aggrieved Employees earned non-
23 discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or
24 shift differentials and overtime wages in the same pay periods where they worked overtime
25 hours. Accordingly, Defendants failed to compensate Plaintiff, the Class, and the Aggrieved
26 Employees for all overtime compensation they were owed.

27 18. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
28 the Class, the Aggrieved Employees, or some of them, with legally compliant meal periods.

Defendants regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work. Instead, Defendants continued to assert control over Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a meal period. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with California law.

19. Throughout the statutory period, Defendants wrongfully failed to authorize and permit Plaintiff, the Class, the Aggrieved Employees, or some of them, to take legally compliant rest periods. Defendants regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

20. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class, the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted in

accordance with California law). As a result of these violations of California Labor Code § 226(a), Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and
- (h) the wage statements inaccurately understated the wages, hours, and wage

1 rates to which they were entitled, and they were paid less than the wages
2 and wage rates to which they were entitled.

3 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in
4 California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

5 21. Throughout the statutory period, Defendants have wrongfully required Plaintiff,
6 the Class, and the Aggrieved Employees to pay expenses they incurred in direct discharge of
7 their duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid
8 out-of-pocket for necessary employment-related expenses, including, without limitation, gas
9 mileage.

10 22. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as
11 a direct result of performing their job duties for Defendants, but Defendants failed to indemnify
12 Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

13 **CLASS ACTION ALLEGATIONS**

14 23. Plaintiff brings certain claims individually, as well as on behalf of each and all
15 other persons similarly situated, and thus, seeks class certification under California Code of Civil
16 Procedure § 382.

17 24. All claims alleged herein arise under California law for which Plaintiff seeks relief
18 authorized by California law.

19 25. The proposed Class consists of and is defined as:

20 All persons who worked for any Defendant in California as an hourly-paid or
21 non-exempt employee at any time during the period beginning four years and 178
22 days before the filing of the initial complaint in this action and ending when
notice to the Class is sent.¹

23 26. At all material times, Plaintiff was a member of the Class.

24 27. Plaintiff undertook this concerted activity to improve the wages and working
25 conditions of all Class Members.

26 28. There is a well-defined community of interest in the litigation and the Class is

27 ¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a)
28 (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed
180 days are tolled from April 6, 2020 to October 1, 2020.”

readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.
- (d) Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
 - 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;

3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

29. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with accurate wage statements; and
- (e) Violated California Business & Professions Code §§ 17200 *et seq.* as a result of their unlawful conduct as described above.

30. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the Class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the damages and injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

31. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notice. To the extent any further notice may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

32. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

33. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

34. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff and the Class, or some of them, compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

35. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

36. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

37. By virtue of Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class, or some of them, for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at

trial.

38. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

39. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

40. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages twice a month.

41. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

42. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

43. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

44. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

45. At all times relevant hereto, Plaintiff and the Class, or some of them, have worked

1 more than eight hours in a workday and/or more than forty (40) hours in a workweek, as
2 employees of Defendants.

3 46. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class, or
4 some of them, overtime compensation for the hours they have worked in excess of the maximum
5 hours permissible by law as required by California Labor Code §§ 510 and 1198.

6 47. By virtue of Defendants' unlawful failure to pay additional premium rate
7 compensation to Plaintiff and the Class, or some of them, for their overtime hours worked,
8 Plaintiff and the Class, or some of them, have suffered, and will continue to suffer, damages in
9 amounts which are presently unknown to them but which exceed the jurisdictional minimum of
10 this Court and which will be ascertained according to proof at trial.

11 48. By failing to keep adequate time records required by Labor Code § 1174(d),
12 Defendants have made it difficult to calculate the full extent of overtime compensation due to
13 Plaintiff and the Class.

14 49. Plaintiff and the Class also request recovery of overtime compensation according
15 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
16 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
17 California Labor Code and/or other statutes.

18 50. California Labor Code § 204 requires employers to provide employees with all
19 wages due and payable twice a month. The Wage Orders also provide that every employer shall
20 pay to each employee, on the established payday for the period involved, overtime wages for all
21 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the
22 Class, or some of them, with all compensation due, in violation of California Labor Code § 204.

23 **THIRD CAUSE OF ACTION**

24 **(Against All Defendants for Failure to Provide Meal Periods)**

25 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein
26 paragraphs 1 through 22 in this Complaint.

27 52. Under California law, Defendants have an affirmative obligation to relieve
28 Plaintiff and the Class of all duty in order to take their first daily meal period no later than the

1 start of their sixth hour of work in a workday, and to take their second meal period no later than
2 the start of their eleventh hour of work in a workday. California Labor Code § 512 and Section
3 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at
4 least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor
5 Code § 226.7 for an employer to require any employee to work during any meal period mandated
6 under any Wage Order.

7 53. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
8 and the Class, or some of them, with both meal periods as required by California law. By their
9 failure to permit and authorize Plaintiff and the Class, or some of them, to take all meal periods
10 as alleged above (or due to the fact that Defendants made it impossible or impracticable to take
11 these uninterrupted meal periods), Defendants willfully violated the provisions of California
12 Labor Code § 226.7 and the applicable Wage Orders.

13 54. Under California law, Plaintiff and the Class are entitled to be paid one hour of
14 additional wages for each workday they were not provided with all required meal period(s), plus
15 interest thereon.

16 **FOURTH CAUSE OF ACTION**

17 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

18 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein
19 paragraphs 1 through 22 in this Complaint.

20 56. Defendants are required by California law to authorize and permit breaks of ten
21 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
22 two hours). California Labor Code § 512 and the applicable Wage Orders require that the
23 employer permit and authorize all employees to take paid rest periods of ten minutes for each
24 four-hour period worked. Thus, for example, if an employee's work time is six hours and ten
25 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
26 required is itself a violation of California's rest break laws. It is a violation of California Labor
27 Code § 226.7 for an employer to require any employee to work during any rest period mandated
28 under any Wage Order.

58. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages for each workday they were not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

59. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

60. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her 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 by the employee.

61. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list

the true “total hours worked by the employee,” and the failure to list the true net wages earned.

62. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

63. Specifically, Plaintiff and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

64. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

65. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

66. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

67. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

68. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

69. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class, or some of them, for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions

of Defendants.

70. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, *et seq.*)

71. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 22 in this Complaint.

72. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

73. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

74. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

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

Failure to Pay Minimum and Straight Time Wages

76. Defendants' failure to pay minimum and straight time wages, and other benefits in

violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

77. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

78. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

79. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

80. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

81. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

82. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

83. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and

1 the Class are not obligated to establish individual knowledge of the wrongful practices of
2 Defendants in order to recover restitution.

3 84. Plaintiff, individually, and on behalf of members of the putative class, is further
4 entitled to, and does, seek a declaration that the above-described business practices are unfair,
5 unlawful and/or fraudulent, and injunctive relief restraining Defendants, and each of them, from
6 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in
7 the future.

8 85. Plaintiff, individually, and on behalf of members of the putative class, has no
9 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
10 suffered as a consequence of Defendants' unfair, unlawful and/or fraudulent business practices.
11 As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
12 individually, and on behalf of members of the putative Class, has suffered and will continue to
13 suffer irreparable harm unless Defendants, and each of them, are restrained from continuing to
14 engage in said unfair, unlawful and/or fraudulent business practices.

15 86. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
16 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
17 withholdings.

18 87. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff
19 and putative Class Members are entitled to restitution of the wages withheld and retained by
20 Defendants during a period that commences four years and 178 days prior to the filing of this
21 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
22 Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil
23 Procedure § 1021.5 and other applicable laws; and an award of costs.

24 **EIGHTH CAUSE OF ACTION**

25 **(Against All Defendants for Civil Penalties Under the Private Attorneys General Act**
26 **of 2004, Cal. Lab. Code §§ 2698, *et seq.*)**

27 88. Plaintiff incorporates by reference and re-alleges as if fully stated herein
28 paragraphs 1 through 22 in this Complaint.

89. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

90. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

91. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. She gave written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee.

92. The LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

93. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

94. In addition, Plaintiff seeks an award of reasonable attorney’s fees and costs pursuant to California Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.”

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
11. For unpaid wages at overtime wage rates as may be appropriate;
12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code § 1194(a); and

2 14. For such other and further relief as the Court may deem equitable and appropriate.

3 As to the Third Cause of Action

4 15. That the Court declare, adjudge, and decree that Defendants violated California
5 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

6 16. For unpaid meal period premium wages as may be appropriate;

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

9 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
10 and for costs of suit incurred herein; and

11 19. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Fourth Cause of Action

13 20. That the Court declare, adjudge, and decree that Defendants violated California
14 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

15 21. For unpaid rest period premium wages as may be appropriate;

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

18 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
19 and for costs of suit incurred herein; and

20 24. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Fifth Cause of Action

22 25. That the Court declare, adjudge, and decree that Defendants violated the record
23 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
24 willfully failed to provide accurate itemized wage statements thereto;

25 26. For all actual damages, according to proof;

26 27. For statutory penalties pursuant to California Labor Code § 226(e);

27 28. For injunctive relief to ensure compliance with this section, pursuant to California
28 Labor Code § 226(h);

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

30. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

32. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

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

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest periods;

37. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

38. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200, *et seq.*;

39. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

40. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and

overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all wages owed twice per month, failing to maintain accurate records of hours worked and meal breaks, failing to furnish accurate wage statements, and failing to reimburse employees for all necessary business expenses.

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

44. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and

For such other and further relief as the Court may deem equitable and appropriate.

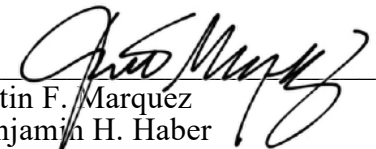
As to all Causes of Action

46. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: August 30, 2024

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Benjamin H. Haber
Chase M. Stern

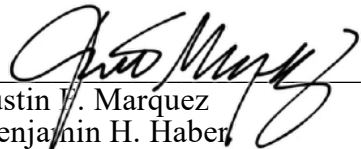
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: August 30, 2024

WILSHIRE LAW FIRM

By: 

Justin F. Marquez
Benjamin H. Haber
Chase M. Stern

Attorneys for Plaintiff