

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

David Yeremian (SBN 226337)

d.yeremian@d.law

Alvin B. Lindsay (SBN 220236)

a.lindsay@d.law

Melissa Rodriguez (SBN 352716)

m.rodriguez@d.law

880 E Broadway

Glendale, CA 91205

Telephone: (818) 962-6465

Fax: (818) 962-6469

E-FILED

8/28/2024 5:03 PM

Superior Court of California

County of Fresno

By: C. York, Deputy

Attorneys for Plaintiff JACQUELINE RANGEL, on behalf
of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

JACQUELINE RANGEL, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

SANGER SKILLED CARE LLC dba
Cornerstone Care Center, a California limited
liability company; AHT HOLDINGS, LLC, a
California limited liability company, and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CECG02711

CLASS ACTION

Assigned for All Purposes To:

Hon. Jeffrey Y. Hamilton Jr.

Dept.: 503

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Failure to Pay Reporting Time Under 8 CCR § 11050(5);
6. Violation of Labor Code § 226;
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Original Complaint Filed: July 12, 2024
Trial: None Set.

1 Plaintiff JACQUELINE RANGEL (hereinafter “Plaintiff”), on behalf of herself and other
2 similarly situated non-exempt, hourly employees employed by Defendants within the state of
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),
4 complains of Defendants, and each of them, as follows:

5 INTRODUCTION

6 Plaintiff brings this action on behalf of herself and all current and former Employees
7 within the State of California who, at any time from four years prior to the filing of this lawsuit,
8 are or were employed as non-exempt, hourly employees, including those employed as nurses,
9 nursing assistants, and in similar and in similar and related healthcare providing positions, by
10 Defendants SANGER SKILLED CARE LLC, a California limited liability company; AHT
11 HOLDINGS, LLC, a California limited liability company; and DOES 1 through 50, inclusive (all
12 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
13 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
14 orders of the Industrial Welfare Commission (“IWC”), and the California Business & Professions
15 Code, and seeks redress for these violations.

16 Plaintiff and the Class Members worked as hourly, non-exempt Employees for
17 Defendants in positions generally pertaining to providing health care and rehabilitation services
18 to Defendants’ patients. Plaintiff, and upon information and belief the other similarly situated
19 Employees in the Class, were required to perform work tasks based out of Defendants’ nursing
20 communities and centers in California. Plaintiff was employed by Defendants as a nursing
21 assistant, and Defendants tasked her with healthcare providing duties that included assisting
22 elderly patients with daily activities such as grooming, bathing, and feeding.
23 Defendants employed other similarly situated Employees in similar and related positions based
24 out of Defendants’ nursing communities and centers throughout California, including in Fresno
25 County. Plaintiff and the other similarly situated Class Members worked at Defendants’ behest
26 without being paid all wages due and without being provided all required breaks. More
27 specifically, Plaintiff and the other similarly situated Class Members were employed by
28 Defendants and shared similar job duties and responsibilities, were subjected to the same policies

1 and practices, and endured similar violations at Defendants' hands.

2 Defendants required Plaintiff and the Employees in the Class to work off the clock and
3 failed to accurately record the hours they were on the clock, failed to pay them at the appropriate
4 rates for all hours worked, failed to pay all wages due and owing at termination or resignation,
5 and failed to provide Plaintiff and Class Members with accurate itemized wage statements that
6 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
7 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain
8 under Defendants' control and were not provided with the opportunity to take full uninterrupted
9 and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable
10 paragraphs of the IWC Wage Orders.

11 Defendant Sanger Skilled Care LLC is a California limited liability company that lists its
12 principal address in Escondido, California. It lists several registered corporate agents who list
13 addresses in Glendale, California, and in Los Angeles County. Sanger Skilled Care LLC
14 ("Sanger") lists its type of business as "Operating a SNF." Sanger's website explains that
15 "Cornerstone Care Center is a 99-bed community that offers exceptional skilled nursing care for
16 seniors recovering from surgery, rehabilitating from a specific injury or trauma, or those in need
17 of high-acuity nursing care." The wage statements issued to Plaintiff list "SANGER SKILLED
18 CARE LLC DBA: CORNERSTONE CARE CENTER" as her employer with an address in
19 Escondido, California.

20 Upon information and belief, Sanger operates and does business as Cornerstone Care
21 Center. According to NursingHomeDatabase, AHT HOLDINGS, LLC is the owner of
22 CornerStone Care Center (<https://www.nursinghomedatabase.com/snf/056100>), and upon
23 information and belief, AHT HOLDINGS, LLC is a joint employer with Sanger. Plaintiff was
24 employed by Defendants at the Cornerstone Care Center Facility in Fresno, California and Fresno
25 County, and Defendants employed other Class Members in Fresno and at the other facilities
26 throughout California.

27 This Court has jurisdiction over this Action pursuant to California Code of Civil
28 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought

1 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
2 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
3 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
4 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Fresno County.
5 Defendants also employ Class Members at nursing communities and centers in Fresno County
6 and throughout California.

7 The true names and capacities, whether individual, corporate, associate, or whatever else,
8 of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff,
9 who therefore sues these Defendants by such fictitious names under Code of Civil Procedure §
10 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as
11 Does 1 through 50, inclusive, and each of them, is legally responsible in some manner for the
12 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
13 reflect the true names and capacities of the Defendants designated herein as Does 1 through 50
14 when their identities become known.

15 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
16 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a
17 joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
18 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
19 respects as the employers or joint employers of Employees. Defendants, and each of them,
20 exercised control over the wages, hours, or working conditions of Employees, created and
21 implemented the policies and practices that governed the employment of Plaintiff and the Class
22 Members and dictated their job duties and responsibilities, or otherwise suffered or permitted
23 Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a
24 common law employment relationship with the Employee Class Members. Therefore,
25 Defendants, and each of them, employed or jointly employed the Employee Class Members.

26 ///

27 ///

28 ///

FACTUAL BACKGROUND

1. The Employees who comprise the Class, including Plaintiff, are non-exempt employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, the Employee Class Members were employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Class Members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular, and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class Members all wages due and owing, including compensation for off-the-clock work, uncompliant meal and rest breaks, and Defendants’ failure to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

2. During the course of Plaintiff and the Class Members’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all their overtime hours worked, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as nurses, nursing assistants, and in similar and related positions based out of their health care communities and centers in California.

3. Plaintiff was generally scheduled to work five shifts per week for seven to eight hours per shift, with shift times generally spanning from 2:30 p.m. through 11:30 p.m. On many occasions, Plaintiff was also required to work longer shifts with an additional hour of overtime approved by Defendants to be paid at overtime premium rates. However, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours.

4. Defendants’ policy and practice of requiring systematic off-the-clock work flowed in part from their unlawful timekeeping procedures. For some time during Plaintiff’s employment with Defendants, Defendants required Plaintiff and Class Members to clock in and out using the company time clock. Around some time in 2022, Defendants changed their timekeeping policies

1 and procedures and required timekeeping entries to be inputted via an application, which Plaintiff
2 and Class Members were required to download on their personal cell phone devices. While
3 Defendants required time punch records for shift start and end times and meal period beginning
4 and end times, they were not always recorded contemporaneously.

5 5. Defendants also required Plaintiff to be prepared to begin work at her scheduled
6 shift start time, and she would be reprimanded if she was not. However, for Plaintiff to do so she
7 had to arrive at the care community well before that start time. Plaintiff's work shifts generally
8 were scheduled to start at 2:30 p.m., and for some time during Plaintiff's employment with
9 Defendant, Plaintiff had to arrive at the center at least 5 minutes prior to that, as Defendants
10 required that Plaintiff and Class Members undergo COVID-related checks and questionnaires
11 prior to clocking in for their shift. Additionally, as addressed above, for some time during
12 Plaintiff's employment with Defendant, Plaintiff was required to wait in line to clock in on the
13 company timeclocks. Defendants' timekeeping policies and procedures also failed to account for
14 time spent waiting for time clocks to be available.

15 6. Plaintiff was therefore not paid for all her hours worked at the required minimum,
16 overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy
17 and practice of requiring her to work off the clock and without pay. Defendants systematically
18 underpaid Plaintiff and the Class Members by failing to pay them at the required overtime rates
19 for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a
20 day at the required double time rate. Upon information and belief, the Class Members were bound
21 by similar scheduling and timekeeping policies and endured similar violations at Defendants'
22 hands as Plaintiff.

23 7. Additionally, to whatever extent Defendants paid performance-based bonuses and
24 any other additional form of remuneration beyond their hourly rate to Employees in the Class,
25 such as shift differentials and the like, Defendants failed to include it in the regular rate used to
26 calculate and pay the overtime that Defendants did pay.

27 8. Defendants have either failed to maintain timekeeping records for Plaintiff that
28 would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants

1 required and the actual hours Plaintiff worked or the breaks she received or have otherwise
2 declined to produce them to Plaintiff in response to a timely and lawful records request. By
3 failing to pay for all hours worked, and by under-recording regular hours to the detriment of the
4 Class Members, Defendants have committed knowing and intentional ongoing violations of the
5 record-keeping requirements under the Labor Code, including section 1174, by either failing to
6 maintain records or retaining inaccurate ones.

7 9. The failure to pay for all hours worked and underpayment of wages to Plaintiff
8 and the Class Members is and has been a direct consequence of Defendants' unlawful
9 compensation policies and practices, which upon information and belief applied uniformly to the
10 Class Members working based out of Defendants' healthcare communities and centers throughout
11 California. As a result of the above-described unlawful requirements to work off the clock, the
12 failure to accurately record all hours worked and pay wages at the correct rates, and the other
13 wage violations they endured at Defendants' hands, Plaintiff and the Class Members were not
14 properly paid all wages earned and all wages owed to them by Defendants, including when
15 working more than eight hours in any given day and/or more than forty hours in any given week.

16 10. Defendants also failed to pay reporting time pay to Plaintiff and Class Members.
17 Plaintiff recalls several instances during her employment with Defendants where she was sent
18 home after working no more than two hours. In these instances, Defendants failed to pay
19 Employees for half of their usual or scheduled day's work or four hours at the correct rate of pay.

20 11. Therefore, from at least four years prior to the filing of this lawsuit and continuing
21 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
22 hours worked and failing to pay minimum wages for all hours worked performing job duties or
23 otherwise remaining under Defendants' control, as required by California law. Also, from at least
24 four years prior to the filing of this lawsuit and continuing to the present, Defendants had a
25 consistent policy or practice of failing to pay Employees overtime compensation at premium
26 overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week and
27 double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code
28 § 510 and the corresponding sections of IWC Wage Orders.

1 12. Defendants also failed to provide Plaintiff and the Class Members with their
2 required meal periods and the at least two ten-minute rest breaks as required at a minimum for
3 Plaintiff's scheduled shift durations. The above-described off-the-clock work contributed to
4 Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class
5 Members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).
6 Defendants similarly failed to authorize and permit Plaintiff and the employee Class Members to
7 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
8 IWC Wage Order(s).

9 13. More specifically, Plaintiff worked shifts that entitled her to at least one meal
10 period, but as addressed above, Defendants' managers failed to provide Plaintiff and Class
11 Members with a meal period before the fifth hour of work as required under the California Labor
12 Code. To whatever extent there was ever a schedule for meal periods, it went by the wayside
13 quickly as there always seemed to be a patient issue to resolve or a job demand to respond to. This
14 led to systematically late meal periods, if they were provided at all, and on-duty meal periods that
15 were incessantly interrupted by patient and management demands and required job duties and
16 tasks to be performed and required Employees to remain under Defendants' control during breaks.

17 14. Therefore, meal period violations systematically occurred ongoing throughout all
18 of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
19 payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to
20 include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the
21 one-hour premium payment. Upon information and belief, the other Class Members were
22 subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

23 15. Defendants thus failed to provide all the legally required unpaid, off-duty meal
24 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
25 Members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
26 Members were required to perform work as ordered by Defendants for more than five hours
27 during a shift without receiving compliant meal periods. Additionally, as addressed above,
28 Defendants followed a practice of requiring off-the-clock work in a manner that would impact

1 when Employees were to receive meal periods and rest breaks.

2 16. Upon information and belief, Defendants' systems did not automatically generate a
3 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
4 into a work shift or in the event the time punch records reflected a meal period of less than thirty
5 minutes. However, upon information and belief, in the event Defendants did pay any meal period
6 premiums, they did so at the employee's customary regular rate of hourly compensation without
7 including all forms of remuneration in that hourly rate calculation, for example by omitting
8 performance-based bonuses and the like from the rate at which meal premiums were paid.

9 17. Defendants thus followed uniformly applied policies of not providing all required
10 meal periods to their Employees. Meal periods were often not properly provided, as work
11 demands compelled Plaintiff and Class Members to take their meal periods after the fifth hour of
12 work. Additionally, as addressed above, Defendants followed a practice of requiring off-the-clock
13 work in a manner that would impact when Employees were to receive meal periods and rest
14 breaks, thus leading to further violations.

15 18. As a result, Defendants' failure to provide Plaintiff and the Class Members with all
16 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
17 periods is and will be evidenced by Defendants' business records, or lack thereof. As further
18 detailed above, Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at
19 each Employee's effective regular hourly rate of compensation for each meal period or rest break
20 that Defendants failed to provide or deficiently provided.

21 19. Therefore, for at least four years prior to the filing of this action and through to the
22 present, Plaintiff and the Class Members were unable to take off-duty breaks or were otherwise
23 not provided with the opportunity to take required breaks as required under the Labor Code and
24 Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the
25 Class Members were provided with a meal period, it was often untimely or interrupted, or was
26 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
27 Meal period violations thus occurred in one or more of the following manners:

28

- 1 (a) Class Members were not provided full thirty-minute duty free meal periods
2 for work days in excess of five hours and were not compensated one hour's
3 wages in lieu thereof, or were not compensated at the correct regular rate
4 of compensation, all in violation of, among others, Labor Code §§ 226.7,
5 512, and the applicable Industrial Welfare Commission Wage Order(s);
6 (b) Class Members were not provided second full thirty-minute duty free meal
7 periods for work days in excess of ten hours;
8 (c) Class Members were required to work through at least part of their daily
9 meal period(s);
10 (d) Meal periods were provided after five hours of continuous work during a
11 shift; and
12 (e) Class Members were restricted in their ability to take a full thirty-minute
13 meal period.

14 20. Similar violations resulted from Defendants' failure to authorize and permit
15 Plaintiff and the Class Members to take duty-free, net ten-minute rest breaks for every four hours
16 of shift work, or a major fraction thereof. Plaintiff and the other similarly situated Class Members
17 were either not authorized permitted the opportunity to take a rest break, or were required to
18 remain under Defendants' control and respond to calls and instructions from management and job
19 and patient demands if and when they even attempted to take one. Upon information and belief,
20 Defendants thus also failed to authorize and permit employees to leave the premises during rest
21 breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class Members
22 to remain under their control during required off-duty rest break times.

23 21. Rest breaks were neither scheduled nor contemplated by Defendants. During
24 Plaintiff's entire employment duration with Defendants, she cannot recall a time when she took a
25 break, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-free ten-
26 minute rest breaks during each of her work shifts. As detailed above, in addition to failing to
27 authorize and permit rest breaks, Defendants unlawfully deducted up to 30 minutes for meal
28 periods that were rarely provided or otherwise received without violation.

1 22. Defendants' uniformly applied policies and practices thus resulted in untimely and
2 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
3 Members worked shifts of at least eight hours, which required at least two rest breaks, and often
4 worked shifts over ten hours, which required at least three rest breaks. Plaintiff cannot recall a
5 single instance during her employment with Defendant where she received a single rest break.

6 23. During rest periods, employers must relieve employees of all duties and relinquish
7 control over how employees spend their time. Plaintiff and the Class Members were and are
8 under Defendants' control when they are working through rest breaks and remaining under
9 Defendants' control. Defendants have also provided either impermissibly shortened or untimely
10 meal and rest breaks to Plaintiff and the Class Members. Plaintiff and the Employees in the Class
11 were thus not authorized and permitted to take lawful rest periods, were systematically required
12 by Defendants to work through or during breaks, and were not provided with one hour's wages in
13 lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus
14 making them either untimely or shortened and on-duty, and they were also prevented from
15 leaving the premises and otherwise remain under Defendants' control during rest breaks under
16 Defendants' uniformly applied policies and practices. Rest period violations therefore arose in
17 one or more of the following manners:

- 18 (a) Class Members were required to work without being provided a minimum
19 ten minute rest period for every four hours or a major fraction thereof
20 worked and were not compensated one hour of pay at their regular rate of
21 compensation for each workday that a rest period was not provided;
- 22 (b) Class Members were not authorized and permitted to take timely rest periods
23 for every four hours worked, or a major fraction thereof; and
- 24 (c) Class Members were required to remain on duty during and under
25 Defendants' control rest periods or otherwise had their rest periods
26 interrupted by work demands.

27 24. From at least four years prior to the filing of this lawsuit and continuing to the
28 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or

1 deducting the Employees' earned wages, including by the above-described off-the-clock work and
2 on-duty work while on unpaid meal breaks. In addition to failing to authorize and permit rest
3 breaks, Defendants unlawfully deducted up to 30 minutes for meal periods that were rarely
4 provided or otherwise received without violation. Thus, by deducting 30 minutes for a meal period
5 that was generally not lawfully provided if at all, Defendants effectively and unlawfully deducted
6 at least 30 minutes of hours worked from each Employee's daily work shifts. By not compensating
7 Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of
8 Labor Code § 221.

9 25. Defendants also violated California Labor Code § 246 by not providing all
10 required paid sick days to Plaintiff and the Class Members. Labor Code § 246 provides that an
11 Employee who "works in California for the same employer for 30 or more days within a year
12 from the commencement of employment is entitled to paid sick days as specified in this section."
13 Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their
14 required and earned sick days, in violation of Labor Code § 246. Additionally and upon
15 information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to
16 the Class Members during the relevant time period, including by failing to provide two work
17 weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and
18 248.2 and including damages and penalties as these sections are enforced through Labor Code §
19 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid
20 sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250),
21 whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars
22 (\$4,000), shall be included in the administrative penalty." Plaintiff accordingly seeks this relief
23 available for Defendants' failure to provide Employees with all their required and earned sick
24 days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1,
25 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246,
26 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees
27 and costs pursuant to Labor Code § 2699(g)(1).

1 26. Upon information and belief, Defendants also failed to provide Employees such as
2 Plaintiff at the time of her employment and thereafter with written notice complying with all the
3 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
4 shall provide to each employee a written notice, in the language the employer normally uses to
5 communicate employment-related information to the employee, containing” specifically required
6 information. Upon information and belief, Defendants failed to provide this information to the
7 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
8 provide Plaintiff and the aggrieved employee Class Members certain specific information upon
9 hiring pursuant to California Labor Code § 2810.5. Upon information and belief, Defendants
10 failed to provide Plaintiff with any such information when she was hired, or have failed to
11 produce them, and upon information and belief Defendants committed similar violations in
12 connection with similarly situated and aggrieved Class Members.

13 27. As a result of these illegal policies and practices, Defendants also engaged in and
14 enforced the following additional unlawful practices and policies against Plaintiff and the Class
15 Members she seeks to represent:

- 16 (a) failing to pay all wages owed to Class Members who either were discharged,
17 laid off, or resigned in accordance with the requirements of Labor Code §§
18 201, 202, 203;
- 19 (b) failing to pay all wages owed to the Class Members twice monthly in
20 accordance with the requirements of Labor Code § 204;
- 21 (c) failing to pay Class Members all wages owed, including all meal and rest
22 period premium wages, and failing to pay them at the regular rate of
23 compensation;
- 24 (d) failing to maintain accurate records of Class Members’ hours worked and
25 earned wages and meal periods in violation of Labor Code §§ 226 and
26 1174(d) and section 7 of the applicable IWC Wage Orders; and
- 27 (e) failing to produce timekeeping records in response to Plaintiff’s timely and
28 lawful request to receive them under these authorities.

1 28. Defendants have also consistently failed to provide Class Members with timely,
2 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
3 including by the above-described requirement of off-the-clock work, failure to pay all overtime
4 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
5 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
6 miscalculating any overtime or meal period or rest break premium wages and by the systematic
7 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
8 difficult to account with precision for the unlawfully withheld wages and meal and rest period
9 compensation owed to Plaintiff and the Class, during the liability period, including because they
10 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
11 and because they did not implement and preserve a record-keeping method as required for non-
12 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
13 California Wage Orders. Upon information and belief, time clock punches were not maintained or
14 were not accurately maintained for work shifts and meal periods, which were automatically
15 presumed by Defendants to have been lawfully provided when they were not. Defendants also
16 failed to accurately record and pay for all regular and overtime hours worked and submitted by
17 Plaintiff and the Class Members, including by failing to pay all overtime hours at the correctly
18 calculated overtime premium rate.

19 29. Defendants have thus also failed to comply with Labor Code § 226(a) by
20 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
21 Members, along with the appropriate applicable rates, among other requirements. Plaintiff and
22 Class Members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
23 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
24 applicable California IWC Wage Orders by failing to maintain time records showing when the
25 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
26 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
27 payment of wages and accurately reporting total hours worked.
28

1 30. Defendants also required Plaintiff and the Class Members to work hours off the
2 clock for which they were not compensated. They were required to endure off-the-clock work
3 addressed above during interrupted or otherwise on-duty meal and rest periods and were not
4 provided with sick pay and supplemental sick leave and were subjected to systematic off-the-clock
5 work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
6 work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
7 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
8 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
9 two hours of their resignation, as required by California wage-and-hour laws, including Labor
10 Code § 203.

11 31. Additionally, from at least four years prior to the filing of this lawsuit and
12 continuing to the present, Defendants have regularly required Plaintiff and the Class Members to
13 incur necessary business expenses in the course of performing their required job duties without
14 reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to
15 calls from managers and in accessing the internet to clock in and out of her shifts. Plaintiff and the
16 Class Members must be reimbursed for these necessary business expenses under Labor Code §
17 2802 and Defendants systematically failed to do so.

18 32. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
19 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
20 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,
21 1194.2 1197, 1198, 1198.5, 1199, 2802, 2698 *et seq.*, and California Code of Regulations, Title 8,
22 section 11000 *et seq.*

23 33. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
24 and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits
25 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
26 fraudulent practices alleged in this Complaint.

27 ///

28 ///

1 **CLASS ALLEGATIONS**

2 34. Plaintiff brings this class action on behalf of herself and all others similarly situated
3 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (often referred to as
4 “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at
5 any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date
6 as determined by the Court (“the Class Period”), and who have been employed as non-exempt,
7 hourly employees by Defendants within the State of California.” This includes all types of nurses,
8 nursing assistants, and those in similar and related healthcare providing positions. Further,
9 Plaintiff seeks to represent the Subclasses composed of and defined as follows:

10 a. Subclass 1. Minimum Wages Subclass. All Class Members who were not
11 compensated for all hours worked for Defendants at the applicable minimum wage.

12 b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not
13 compensated for all hours worked for Defendants at the required rates of pay, including for all
14 hours worked in excess of eight in a day and/or forty in a week.

15 c. Subclass 3. Meal Period Subclass. All Class Members who were subject to
16 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
17 free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

18 d. Subclass 4. Rest Break Subclass. All Class Members who were subject to
19 Defendants’ policy and/or practice of failing to authorize and permit Employees to take
20 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or a major fraction
21 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

22 e. Subclass 5. Wage Statement Subclass. All Class Members who, within the
23 applicable limitations period, were not provided with accurate itemized wage statements.

24 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class Members
25 who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay,
26 including by requiring off the clock work.

27 g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
28 Members who were subject to Defendants’ policy and practice of not timely paying all wages

1 earned when they were due and payable at least twice monthly.

2 h. Subclass 8. Termination Pay Subclass. All Class Members who, within the
3 applicable limitations period, either voluntarily or involuntarily separated from their employment
4 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
5 termination.

6 i. Subclass 9. Payroll Records Subclass. All Class Members who were subject to
7 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
8 by California wage-and-hour laws.

9 j. Subclass 10. Expense Reimbursement Subclass. All Class Members who incurred
10 necessary and reasonable expenses in connection with performing their job duties for Defendants
11 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

12 k. Subclass 11. UCL Subclass. All Class Members who are owed restitution as a
13 result of Defendants' business acts and practices, to the extent such acts and practices are found to
14 be unlawful, deceptive, and/or unfair.

15 35. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
16 modify the class description with greater particularity or to provide further division into subclasses
17 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
18 against Defendants, the Class Period should be adjusted accordingly.

19 36. Defendants, as a matter of company policy, practice and procedure, and in violation
20 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
21 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
22 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
23 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
24 benefit of this work, required Employees to perform this work and permitted or suffered to permit
25 this work. Defendants have uniformly denied these Class Members wages to which these
26 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
27 order to unfairly cheat the competition and unlawfully profit.

1 37. This action has been brought and may properly be maintained as a class action
2 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
3 of interest in this litigation and the proposed Class is easily ascertainable from the employment
4 records for Plaintiff and the Class Members that Defendants are required to maintain under
5 California law.

6 **A. Numerosity**

7 38. The potential members of the class as defined are so numerous that joinder of all
8 the member of the class is impracticable. While the precise number of Class Member has not been
9 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
10 time period relevant to this lawsuit employed, at least over one hundred Employees who satisfy
11 the Class definition within the State of California. Plaintiff alleges that Defendants' employment
12 records will provide information as to the number and location of all Class Members.

13 **B. Commonality**

14 39. There are questions of law and fact common to the Class that predominate over any
15 questions affecting only individual Class Members. The common questions are numerous and
16 substantial and flow from Defendants' uniform policies and/or practices of violating the California
17 Labor Code addressed above. As such, these common questions predominate over individual
18 questions concerning each individual Class Member's showing as to his or her eligibility for
19 recovery or as to the amount of damages. These common questions of law and fact include:

- 20 a. Whether Defendants failed to pay Employees minimum wages;
- 21 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 22 c. Whether Defendants failed to pay Employees overtime as required under Labor
23 Code § 510;
- 24 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
25 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
26 premium pay in lieu thereof;
- 27 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
28 Orders, by failing to authorize and permit Employees to take requisite rest breaks

or provide premium pay in lieu thereof;

- f. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- g. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;
- h. Whether Defendants violated Labor Code § 221;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants' conduct was willful;
- k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- l. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

40. The claims of the named plaintiff are typical of those of the other Employees. The Employee Class Members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for

1 the off the clock work and meal and rest violations she was required to endure are typical of those
2 of the other Class Members.

3 **D. Adequacy of Representation**

4 41. Plaintiff will fairly and adequately represent and protect the interest of the
5 Employee Class Members. Counsel who represents Plaintiff and the Employees in the Class are
6 experienced and competent in litigating employment class actions.

7 **E. Superiority of Class Action**

8 42. A class action is superior to other available means for the fair and efficient
9 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
10 questions of law and fact common to all Employees predominate over any questions affecting only
11 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
12 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

13 43. As to the issues raised in this case, a class action is superior to all other methods for
14 the fair and efficient adjudication of this controversy, as joinder of all Class Members is
15 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
16 Members. Further, as the economic or other loss suffered by vast numbers of Class Members may
17 be relatively small, the expense and burden of individual actions makes it difficult for the Class
18 Members to individually redress the wrongs they have suffered. Moreover, in the event
19 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
20 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
21 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
22 to vindicate their rights for violations they endured which they would otherwise be foreclosed
23 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

24 44. Class action treatment will allow those persons similarly situated to litigate their
25 claims in the manner that is most efficient and economical for the parties and the judicial system.
26 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
27 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would
28 set forth the subject and nature of the instant action. The Defendants' own business records can be

1 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
2 that any further notice is required additional media and/or mailings can be used.

3 45. Defendants, as prospective and actual employers of the Employees in the Class,
4 had a special fiduciary duty to disclose to prospective Class Members the true facts surrounding
5 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
6 Employees as well as the effect of any alleged arbitration agreements that may have been forced
7 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
8 and policies, most notably intentionally refusing to pay for all hours actually worked which should
9 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
10 agreements and policies and practices on the Employees and Class as a whole.

11 46. Plaintiff and the Employees in the Class did not discover the fact that they were
12 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
13 ever any discussion about Plaintiff's and the Class's waiver of their Constitutional rights of trial
14 by jury, right to collectively organize and oppose unlawful pay practices under California law as
15 well as obtain injunctive relief preventing such practices from continuing. As a result, the
16 applicable statutes of limitation were tolled until such time as Plaintiff and the Class Members
17 discovered their claims.

18 **FIRST CAUSE OF ACTION**
19 **FAILURE TO PAY MINIMUM WAGES**
20 **(Against All Defendants)**

21 47. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 48. Defendants failed to pay Employees minimum wages for all hours worked.
24 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
25 would work hours and not receive wages, including as alleged above in connection with off-the-
26 clock work, including all the time required to remain on duty and under Defendants' control
27 during breaks and due to the work demands placed upon them by Defendants' management and
28 patients and by the unlawful deduction of hours or by paying what should have been overtime

1 hours as regular hours. Defendants' uniformly applied policies required systematic off-the-clock
2 work and underpayment of all wages owed to Employees over a period of time, while benefiting
3 Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum
4 wages to Plaintiff and the Class Members, including by requiring systematic off-the-clock work.
5 To the extent any local wage ordinances were also applicable to paying the employees an hourly
6 rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances.
7 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
8 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
9 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
10 wage pay.

11 49. In California, employees must be paid at least the applicable state minimum wage
12 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
13 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
14 California Labor Code § 204, other applicable laws and regulations, and public policy, an
15 employer must timely pay its employees for all hours worked. Defendants failed to do so.

16 50. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
17 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
18 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
19 applicable minimum wage rate fixed by the commission for work during the relevant period is
20 found in the Wage Orders.

21 51. The minimum wage provisions of California Labor Code are enforceable by private
22 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
23 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
24 overtime compensation applicable to the employee is entitled to recover in a civil action the
25 unpaid balance of the full amount of this minimum wage or overtime compensation, including
26 interest thereon, reasonable attorney's fees and costs of suit."

27 52. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
28 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,

1 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
2 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
3 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
4 the absence of a contractually agreed upon one.

5 53. In committing these violations of the California Labor Code, Defendants
6 inaccurately recorded, or required Plaintiff and the Class Members to input times that did not
7 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
8 time worked by Plaintiff and other members of the Class, including by requiring off the clock
9 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
10 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
11 Welfare Commission requirements and other applicable laws and regulations. As a result of these
12 violations, Defendants also failed to timely pay all wages earned in accordance with California
13 Labor Code § 1194.

14 54. California Labor Code § 1194.2 also provides for the following remedies: “In any
15 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
16 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
17 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

18 55. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
19 1197.1, Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial
20 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
21 pay each employee minimum wages.

22 56. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are
23 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
24 interest thereon.

25 57. Defendants have the ability to pay minimum wages for all time worked and have
26 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
27 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.
28

1 58. Plaintiff and the Class Members are entitled to recover the unpaid minimum wages
2 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
3 amount equal to the minimum wages unlawfully unpaid, interest thereon, and reasonable
4 attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the
5 other members of the Class further request recovery of all unpaid wages, according to proof,
6 interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in
7 a sum as provided by the California Labor Code and/or other applicable statutes. To the extent
8 minimum wage compensation is determined to be owed to the Class Members who have
9 terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202,
10 and therefore these individuals are also be entitled to waiting time penalties under California
11 Labor Code § 203, which penalties are sought herein on behalf of these Class Members.
12 Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in
13 violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage
14 statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith.
15 Further, Plaintiff and other Class Members are entitled to seek and recover statutory costs.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

18 **(Against All Defendants)**

19 59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 60. California Labor Code § 1194 provides that "any employee receiving less than the
22 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
23 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
24 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
25 may be maintained directly against the employer in an employee's name without first filing a
26 claim with the Division of Labor Standards and Enforcement.

27 61. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
28 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the

1 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
2 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
3 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
4 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
5 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
6 work in a workweek.

7 62. Defendants had a consistent policy of not paying Employees wages for all hours
8 worked, including by requiring off-the-clock work as addressed above, by unlawful deductions, by
9 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
10 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
11 and pay overtime and failed to begin paying overtime when it was incurred due to the off-the-
12 clock work, as detailed above.

13 63. Defendants thus had a consistent policy of not paying Employees wages for all
14 hours worked, including hours at their required regular, overtime, and double-time rates.
15 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
16 non-exempt employees to work through meal periods or remain under Defendants' control when
17 they were required to be clocked out or to otherwise work off the clock to complete their daily job
18 duties and respond to demands from patients and managers.

19 64. Therefore, Employees were not properly compensated, nor were they paid overtime
20 rates for hours worked in excess of eight hours in a given day and/or forty hours in a given week.
21 Based on information and belief, Defendants did not make available to Employees a reasonable
22 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
23 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
24 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
25 Class Members to work through meal periods when they were required to be clocked out or to
26 otherwise work off the clock to complete their daily job duties.

27 65. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
28 regular wages owed and overtime compensation for all hours worked, as required by California

1 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
2 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
3 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

4 66. Additionally, Labor Code § 558(a) provides “any employer or other person acting
5 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
6 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
7 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
8 pay period for which the employee was underpaid in addition to an amount sufficient to recover
9 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was underpaid in addition to an
11 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
12 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
13 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
14 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
15 Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor
16 Code § 558.

17 67. Defendants’ failure to pay compensation in a timely fashion also constituted a
18 violation of California Labor Code § 204, which requires that all wages shall be paid
19 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
20 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
21 and overtime compensation earned by Employees. Each such failure to make a timely payment of
22 compensation to Employees constitutes a separate violation of California Labor Code § 204.

23 68. Employees have been damaged by these violations of California Labor Code §§
24 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
25 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
26 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
27 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
28 minimum fixed by an order of the commission” or “violates...any provision of this chapter or

any order or ruling of the commission.”

69. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation for all their hours worked, with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

71. Employees regularly worked shifts greater than five (5) hours and in some instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage Order, an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

72. Defendants failed to provide Employees with meal periods as required under the Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required to work or to otherwise remain under Defendants’ control during meal periods, or Defendants provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work demands and requirements to perform off the clock work and remain under Defendants’ control. Furthermore, upon information and belief, on the occasions when Employees worked more than ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal period as required by law.

73. Defendants thus failed to provide Plaintiff and the Class Members with meal periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not providing them with the opportunity to take meal breaks, by providing them late or for less than thirty minutes, or by requiring them to perform work during breaks.

74. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. As detailed above, on the occasions when Defendants did pay any meal period premiums, they upon information and belief underpaid them by miscalculating the regular rate of compensation by not including all forms of remuneration in it. Defendants thus failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the Wage Order.

75. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and applicable IWC Wage Order paragraphs.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

76. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

77. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that employers must authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four (4) work hours.

1 78. Employees consistently worked consecutive four hour shifts and were generally
2 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
3 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
4 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
5 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
6 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
7 to schedule or otherwise authorize and permit Plaintiff and the Class Members to take lawful rest
8 breaks. Employees were often required to work or to otherwise remain under Defendants' control
9 during rest periods, including by responding to work requirements, and had breaks provided
10 untimely as a result of the above described off the clock work. Plaintiff and the Class Members
11 were also not permitted to leave their work premises during rest breaks.

12 79. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
13 Orders provide that if an employer fails to provide an employee rest period in accordance with this
14 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
15 compensation for each workday that the rest period is not provided. Defendants failed to do so.

16 80. Defendants, and each of them, have therefore intentionally and improperly denied
17 rest periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and
18 paragraph 12 of the applicable IWC Wage Orders.

19 81. Defendants failed to authorize and permit Plaintiff and the Class Members to take
20 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
21 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
22 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
23 12 and 20 of the applicable IWC Wage Orders.

24 82. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
25 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
26 of wages at their effective hourly rates of pay for each day worked without the required rest
27 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
28 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

83. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth full herein.

84. Wage Order 9-2001 provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” Cal. Code Regs., tit. 8, § 11090(5)(A).

85. As set forth herein, Plaintiff and Employees were required to report for work and were sent home before half of their scheduled days’ work. Defendants failed to pay Plaintiff and Employees for half of their scheduled days’ work in violation of the applicable Wage Order.

86. As a direct and proximate results of Defendants' actions as set forth herein, Plaintiff and the Class have been damaged in that Plaintiff and the Class have not been paid all required reporting time pay.

87. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 5(A-D), Defendants are liable to Employees for the full amount of all their unpaid wages, including reporting time pay, with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226
(Against All Defendants)

88. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

1 89. California Labor Code § 226(a) requires an employer to furnish each of his or her
2 employees with an accurate, itemized statement in writing showing the gross and net earnings,
3 total hours worked, and the corresponding number of hours worked at each hourly rate; these
4 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
5 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
6 statements may be given to the employee separately from the payment of wages; in either case the
7 employer must give the employee these statements twice a month or each time wages are paid.

8 90. Defendants failed to provide Plaintiff and the similarly situated Employee Class
9 Members with accurate itemized wage statements in writing, as required by the Labor Code and
10 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
11 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
12 including for all overtime and double time hours worked and for deficient meal periods and rest
13 breaks, all of which Defendants knew or reasonably should have known were owed to the
14 Employees, as alleged above.

15 91. Throughout the liability period, Defendants intentionally failed to furnish to
16 Plaintiff and the Class Members, upon each payment of wages, itemized statements accurately
17 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
18 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
19 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
20 the employee and only the last four digits of his or her social security number or an employee
21 identification number other than a social security number, (8) the name and address of the legal
22 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
23 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
24 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
25 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
26 Members with such timely and accurate wage and hour statements.

27 92. Plaintiff and the Class Members suffered injury as a result of Defendants'
28 knowing and intentional failure to provide them with the wage and hour statements as required by

1 law and are presumed to have suffered injury and entitled to penalties under Labor Code §
2 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
3 accurate and complete information as required by any one or more of items Labor Code § 226
4 (a)(1) to (9), inclusive, and the Plaintiff and Class Members cannot promptly and easily
5 determine from the wage statement alone one or more of the following: (i) The amount of the
6 gross wages or net wages paid to the employee during the pay period or any of the other
7 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
8 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
9 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
10 address of the employer and, (iv) The name of the employee and only the last four digits of his or
11 her social security number or an employee identification number other than a social security
12 number. For purposes of Labor Code § 226(e) “promptly and easily determine” means a
13 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
14 without reference to other documents or information.

15 93. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
16 are required “to pay each employee, on the established payday for the period involved, not less
17 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
18 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
19 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class Members
20 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
21 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
22 IWC Wage Orders.

23 94. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
24 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
25 Class suffered injuries, including among other things confusion over whether they received all
26 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
27 them to make mathematical computations to analyze whether the wages paid in fact compensated
28 them correctly for all hours worked.

1 95. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
2 IWC Wage Order, Plaintiff and the Employee Class Members are entitled to recover the greater of
3 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
4 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
5 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
6 an award of costs and reasonable attorneys' fees.

7 **SEVENTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 221**
9 **(Against All Defendants)**

10 **Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full**
11 **herein.**

12 96. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
13 receive from an employee any part of wages theretofore paid by said employer to said employee."
14 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
15 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
16 to do so.

17 97. Defendants unlawfully received and/or collected wages from the Employees in the
18 Class by requiring off-the-clock work, by miscalculating overtime, and by automatically deducting
19 time for meal periods when they were not lawfully provided and not paying one hour of pay at the
20 regular rate of compensation for every meal and rest period violation endured by Plaintiff and the
21 other Class Members, as alleged above. In addition to failing to authorize and permit rest breaks,
22 Defendants unlawfully deducted up to 30 minutes for meal periods that were rarely provided or
23 otherwise received without violation. Thus, by deducting 30 minutes for a meal period that was
24 generally not lawfully provided if at all, Defendants effectively and unlawfully deducted at least
25 30 minutes of hours worked from each Employee's daily work shifts. By not compensating
26 Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of
27 Labor Code § 221.

1 98. As a direct and proximate cause of the unauthorized deductions, Employees have
2 been damaged, in an amount to be determined at trial.

3 **EIGHTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 204**
5 **(Against All Defendants)**

6 99. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 100. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
9 employment are due and payable twice during each calendar month, on days designated in
10 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
11 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
12 during which the labor was performed, and labor performed between the 16th and the last day,
13 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
14 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of
15 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
16 calendar days following the close of the payroll period.” As detailed above, Defendants
17 maintained a consistently applied policy and practice of not paying all wages earned between the
18 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
19 between the 16th and the last day of the month between the 1st and 10th day of the following month.
20 Defendants similarly failed to pay all wages earned by not more than seven calendar days
21 following the close of the payroll period.

22 101. All wages due and owing to Plaintiff and the Class Members, including as required
23 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
24 required by Labor Code § 1194 and other sections became due and payable to each employee in
25 each pay period that he or she was not provided with a meal period or rest period or paid straight
26 or overtime wages to which he or she was entitled.

27 102. Defendants violated Labor Code § 204 by systematically refusing to timely pay
28 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the

1 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
2 payday for the period involved, not less than the applicable minimum wage for all hours worked in
3 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
4 hours than those fixed by the order or under conditions of labor prohibited by the order is
5 unlawful.” Plaintiff and the Class Members may therefore pursue damages and penalties for
6 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
7 penalties under paragraph 20 of the applicable IWC Wage Orders.

8 103. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
9 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
10 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
11 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
12 applicable IWC Wage Orders.

13 **NINTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE § 203**
15 **(Against All Defendants)**

16 104. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 105. Plaintiff and numerous Class Members are no longer employed by Defendants;
19 they either quit Defendants’ employ or were fired therefrom.

20 106. Defendants failed to pay these Employees all wages due and certain at the time of
21 termination or within seventy-two hours of resignation.

22 107. The wages withheld from these Employees by Defendants remained due and owing
23 for more than thirty days from the date of separation from employment. Additionally, Defendants
24 failed to pay Plaintiff her final check at the time of her termination.

25 108. Defendants thus failed to pay Plaintiff and the Class Members without abatement,
26 all wages as defined by applicable California law. Among other things, these Employees were not
27 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
28 or requiring off-the-clock work or by unlawfully under-recording time entries to the detriment of

1 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
2 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
3 required time was willful within the meaning of Labor Code § 203.

4 109. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
5 are required "to pay each employee, on the established payday for the period involved, not less
6 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
7 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
8 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class Members
9 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
10 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
11 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
12 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer
13 hours than those fixed, or under conditions of labor prohibited by an order of the commission" or
14 if the employer pays "a wage less than the minimum fixed by an order of the commission" or
15 "violates...any provision of this chapter or any order or ruling of the commission."

16 110. Defendants' failure to pay wages, as alleged, entitles Plaintiff and these former
17 Employee Class Members to penalties under Labor Code § 203 and the applicable paragraphs of
18 the IWC Wage Orders as addressed above, including the requirement that an employee's wages
19 shall continue until paid for up to thirty (30) days from the date they were due.

20 TENTH CAUSE OF ACTION

21 FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5

22 (Against All Defendants)

23 111. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 112. California Labor Code § 1174 requires that all employers shall keep accurate time
26 and wage records for all employees. California Labor Code § 1174.5 further requires that any
27 employee suffering injury due to a willful violation of the aforementioned obligations may seek
28 damages, including civil penalties, from the employer.

1 113. During the course of Plaintiffs and Employees' employment, Defendants
2 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
3 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
4 premium pay as discussed above and failing to document and pay for actual hours worked.

5 114. Defendants are also required by the California Labor Code § 1198 and the
6 applicable Wage Order to maintain a tracking system that accurately records the times during
7 which Employees work.

8 115. Defendants have maintained a common unlawful policy and practice of failing to
9 accurately record all hours worked and all meal period start and end times and by adjusting or
10 otherwise rounding and shaving them down.

11 116. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
12 knew wages to be due but failed to pay them.

13 117. Accordingly, Defendants are liable for civil penalties pursuant to the California
14 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

15 **ELEVENTH CAUSE OF ACTION**
16 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**
17 **(Against All Defendants)**

18 118. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 119. Plaintiff is informed and believes and based thereon alleges that throughout the
21 period applicable, Defendants required Plaintiff and the Class Members to pay for necessary work-
22 related expenses they incurred. Defendants required Plaintiff and the Class Members to use their
23 cellular phones to conduct work-related business, such as clocking in and out for her shifts.
24 Plaintiff and the Class Members must be reimbursed for these necessary business expenses under
25 Labor Code § 2802 and Defendants systematically failed to do so.

26 120. Defendants thus followed a uniform policy and practice of failing to reimburse
27 Employees for these necessary work-related expenses or losses incurred in the direct discharge of
28 their job duties during employment with Defendants and at the direction of the Defendants

1 pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

2 121. Defendants' knowing and willful failure to reimburse lawful necessary work-
3 related expenses and losses to Plaintiff and the Class Members resulted in damages because,
4 among other things, Defendants did not inform employees of their right to be reimbursed for those
5 work-related expenses. As Defendants failed to inform and misled Plaintiff and the Class
6 Members with regard to their rights, Plaintiff and the Class Members were led to believe that
7 incurring those lawful and necessary expenses was an expected and essential function of their
8 employment with Defendants and that failure to incur those expenses would have adverse
9 consequences on their employment.

10 122. Therefore, Plaintiff and the Class Members are entitled to reimbursement for any
11 and all necessary work-related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
12 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
13 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
14 from the date Plaintiff and the Class Members incurred those expenses. Further, Plaintiff and the
15 Class Members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

16 **TWELFTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

18 **(Against All Defendants)**

19 123. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
20 in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
21 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
22 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
23 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
24 the public interest within the meaning of Code of Civil Procedure § 1021.5.

25 124. Plaintiff is a "person" within the meaning of the Business & Professions Code
26 § 17204, has suffered injury, and therefore, has standing to bring this cause of action for
27 injunctive relief, restitution, and other appropriate equitable relief.
28

1 125. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
2 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
3 fraudulent in that Defendants' policy and practice failed to provide the required amount of
4 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
5 Class Members for all hours worked, due to systematic business practices as alleged herein that
6 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
7 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
8 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
9 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

10 126. Wage-and-hour laws express fundamental public policies. Paying employees their
11 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
12 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
13 vigorously to enforce minimum labor standards, to ensure that employees are not required or
14 permitted to work under substandard and unlawful conditions and to protect law-abiding
15 employers and their employees from competitors who lower costs to themselves by failing to
16 comply with minimum labor standards.

17 127. Defendants have violated statutes and public policies. Through the conduct alleged
18 in this Complaint Defendants have acted contrary to these public policies, have violated specific
19 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
20 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
21 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
22 privileges guaranteed to all employees under the law.

23 128. Defendants' conduct, as alleged above, constitutes unfair competition in violation
24 of the Business & Professions Code § 17200 *et seq.*

25 129. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
26 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
27 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
28 violates the Business & Professions Code § 17200 *et seq.*

130. By the conduct alleged herein, Defendants have engaged and continue to engage in a business practice which violates California and federal law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should issue declaratory and other equitable relief pursuant to California Business & Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

131. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

132. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

THIRTEENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.*

(Against All Defendants)

Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

133. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period.

134. In failing to pay Aggrieved Employees minimum wages and overtime, not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required

1 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
2 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
3 paragraph 7 of the applicable IWC Wage Orders.

4 135. As such, Employees seek wages and penalties under Labor Code §§ 2698 and
5 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
6 including the penalty provisions, without limitation, based, inter alia, on the following California
7 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
8 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

9 136. More specifically, after complying with the notice procedures of Labor Code §
10 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
11 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above
12 addressed underlying claims and seeking penalties as specified by the applicable corresponding
13 provisions, including as follows:

14 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
15 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
16 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
17 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
18 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
19 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
20 to Labor Code § 2699(g)(1);

21 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
22 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
23 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
24 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
25 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
26 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
27 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
28 pursuant to Labor Code § 2699(g)(1);

1 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
2 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
3 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
4 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
5 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
6 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
7 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
8 providing inaccurate wage statements and failing to maintain records as required under Labor
9 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
10 Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a
11 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
12 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
13 citation, ...";

14 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
15 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
16 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
17 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
18 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
19 § 2699(g)(1);

20 (e) Unlawful Deductions and Failure to Reimburse Necessary Business Expenses: For
21 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the
22 necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and
23 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties
24 available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and
25 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
26 pursuant to Labor Code § 2699(g)(1);

27 (f) All Alleged Violations of the IWC Wage Orders and Other Labor Code
28 Sections: For any above addressed violation of the applicable provisions of the IWC Wage

1 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
2 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
3 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
4 Labor Code § 2699(g)(1).

5 137. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
6 seeks the penalties and remedies set forth in Labor Code § 558, which states:

7 (a) Any employer or other person acting on behalf of an employer who violates, or
8 causes to be violated, a section of this chapter or any provision regulating hours and days of work
9 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
10 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
11 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
12 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
13 each pay period for which the employee was underpaid in addition to an amount sufficient to
14 recover underpaid wages...
15

16 (b) If upon inspection or investigation the Labor Commissioner determines that a
17 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
18 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
19 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
20 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
21 violation of this chapter shall be the same as those set out in Section 1197.1.
22

23 (c) The civil penalties provided for in this section are in addition to any other civil or
24 criminal penalty provided by law.

25 138. Plaintiff has exhausted his administrative remedies by submitting a certified letter to
26 the LWDA and Defendants on June 24, 2024 (LWDA Case No. 1036125-24) addressing in detail
27 the specific provisions of the Labor Code Defendants have violated and addressing the facts and
28 legal theories to support the alleged violations and requested penalties. The LWDA has not

1 provided notice of its intent to investigate the alleged violations within 65 calendar days of the
2 postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the
3 violations addressed herein and in the PAGA Notice letter and the original Complaint

4 **RELIEF REQUESTED**

5 WHEREFORE, Plaintiff prays for the following relief:

- 6 1. For an order certifying this action as a class action;
- 7 2. For compensatory damages in the amount of the unpaid minimum wages for work
8 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
9 the filing of this action, as may be proven;
- 10 3. For liquidated damages in the amount equal to the unpaid minimum wage and
11 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 12 4. For compensatory damages in the amount of all unpaid wages, including overtime
13 and double-time pay, as may be proven;
- 14 5. For compensatory damages in the amount of the hourly wage made by Employees
15 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
16 years prior to the filing of this action, as may be proven;
- 17 6. For compensatory damages in the amount of the hourly wage made by Employees
18 for each day requisite rest breaks were not provided or were deficiently provided where no
19 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
20 be proven;
- 21 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 22 8. For restitution and/or damages and penalties for Defendants' failure to pay all
23 wages due twice monthly under Labor Code § 204, as may be proven;
- 24 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
25 for all Class Members in violation of Labor Code § 221, as may be proven;
- 26 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
27 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 28 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
13. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
14. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
15. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
16. For penalties under Labor Code § 558, as may be proven;
17. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
18. For other wages and penalties under the Labor Code as may be proven;
19. For all general, special, and incidental damages as may be proven;
20. For an award of pre-judgment and post-judgment interest;
21. For an award providing for the payment of the costs of this suit;
22. For an award of attorneys' fees; and
23. For such other and further relief as this Court may deem proper and just.

DATED: August 28, 2024

D.LAW, INC.

By: 
Alvin B. Lindsay
Melissa Rodriguez
Attorneys for Plaintiff JACQUELINE
RANGEL and all others similarly situated

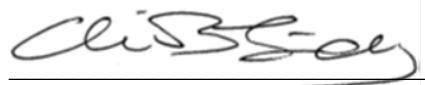
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: August 28, 2024

D.LAW, INC.

By:



Alvin B. Lindsay
Melissa Rodriguez
Attorneys for Plaintiff JACQUELINE
RANGEL and all others similarly situated

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

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Michael J. O'Connor
michael.oconnor@aalrr.com
Sarkis A. Atoyan
Sarkis.Atoyan@aalrr.com
Brian D. Martin
Brian.Martin@aalrr.com
Stephanie M. Murrieta
Stephanie.Murrieta@aalrr.com
Atkinson, Andelson, Loya, Ruud & Romo
4225 Executive Square, 7th Floor,
La Jolla, California 92037

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on August 28, 2024, at Glendale, California.

Sasha Zambrano