

DEC 19 2024

Clerk of the Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JONATHAN BELTRAN, individually, and on behalf of other members of the general public similarly situated, and IRENE HEREDIA, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiffs,

vs.

COMMUNITY HEALTH GROUP, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00038469

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code §§ 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JONATHAN BELTRAN ("Plaintiff BELTRAN"), individually, and on behalf of other members of the general public similarly situated, and IRENE HEREDIA ("Plaintiff HEREDIA" and collectively with Plaintiff BELTRAN as "Plaintiffs") individually, on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, alleges as follows:

JURISDICTION AND VENUE

1. This class and representative action is brought pursuant to the California Code of Civil Procedure section 382 and pursuant to the California Labor Code section 2698, et seq. The monetary damages, restitution, and civil penalties sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

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

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of

1 California, County of San Diego. The majority of acts and omissions alleged herein relating to
2 Plaintiffs and the other class members took place in the State of California, including the County
3 of San Diego. At all relevant times, Defendant maintained its headquarters/“nerve center” within
4 the State of California, County of San Diego.

5 **PARTIES**

6 5. Plaintiff JONATHAN BELTRAN is an individual residing in the State of
7 California, County of San Diego.

8 6. Plaintiff IRENE HEREDIA is an individual residing in the State of California,
9 County of San Diego.

10 7. Defendant COMMUNITY HEALTH GROUP, at all times herein mentioned, was
11 and is, upon information and belief, a California corporation and, at all times herein mentioned, an
12 employer whose employees are engaged throughout the State of California, including the County
13 of San Diego.

14 8. At all relevant times, Defendant COMMUNITY HEALTH GROUP was the
15 “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

16 9. At all times herein relevant, Defendant COMMUNITY HEALTH GROUP and
17 DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
18 employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or
19 assigns, each of the other, and at all times relevant hereto were acting within the course and
20 scope of their authority as such agents, partners, joint venturers, joint employers, representatives,
21 servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged
22 herein were duly committed with the ratification, knowledge, permission, encouragement,
23 authorization and/or consent of each defendant designated as a DOE herein.

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

5 11. Defendant COMMUNITY HEALTH GROUP and DOES 1 through 100 will
6 hereinafter collectively be referred to as "Defendants."

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

11 **CLASS ACTION ALLEGATIONS**

12 13. Plaintiffs bring this action on their own behalf and on behalf of all other members
13 of the general public similarly situated, and, thus, seeks class certification under California Code
14 of Civil Procedure section 382.

15 14. The proposed class is defined as follows:

16 All current and former hourly-paid or non-exempt employees who worked for any
17 of the Defendants within the State of California at any time during the period from
18 September 6, 2019 to final judgment and who reside in California.

19 15. Plaintiffs reserve the right to establish subclasses as appropriate.

20 16. The class is ascertainable and there is a well-defined community of interest in the
21 litigation:

22 a. Numerosity: The class members are so numerous that joinder of all class
23 members is impracticable. The membership of the entire class is unknown
24 to Plaintiffs at this time; however, the class is estimated to be greater than
25 fifty (50) individuals and the identity of such membership is readily
26 ascertainable by inspection of Defendants' employment records.

27 b. Typicality: Plaintiffs' claims are typical of all other class members' as
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1 demonstrated herein. Plaintiffs will fairly and adequately protect the
2 interests of the other class members with whom she has a well-defined
3 community of interest.

4 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each
5 class member, with whom they have a well-defined community of interest
6 and typicality of claims, as demonstrated herein. Plaintiffs have no
7 interest that is antagonistic to the other class members. Plaintiffs'
8 attorneys, the proposed class counsel, are versed in the rules governing
9 class action discovery, certification, and settlement. Plaintiffs have
10 incurred, and during the pendency of this action will continue to incur,
11 costs and attorneys' fees, that have been, are, and will be necessarily
12 expended for the prosecution of this action for the substantial benefit of
13 each class member.

14 d. Superiority: A class action is superior to other available methods for the
15 fair and efficient adjudication of this litigation because individual joinder
16 of all class members is impractical.

17 e. Public Policy Considerations: Certification of this lawsuit as a class action
18 will advance public policy objectives. Employers of this great state violate
19 employment and labor laws every day. Current employees are often afraid
20 to assert their rights out of fear of direct or indirect retaliation. However,
21 class actions provide the class members who are not named in the
22 complaint anonymity that allows for the vindication of their rights.

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

26 a. Whether Defendants' failure to pay wages, without abatement or
27 reduction, in accordance with the California Labor Code, was willful;
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- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of

California Business & Professions Code section 17200, et seq.;

m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, PAGA was applicable to Plaintiff HEREDIA's employment by Defendants.

19. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

20. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

21. Plaintiff HEREDIA was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff HEREDIA and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff HEREDIA, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the

specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

23. On August 15, 2024, Plaintiff HEREDIA provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant COMMUNITY HEALTH GROUP of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff HEREDIA has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff HEREDIA's notice.

24. Therefore, Plaintiff HEREDIA has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendant, in addition to other remedies including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

25. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of San Diego.

26. Defendants, jointly and severally, employed Plaintiff BELTRAN as an hourly-paid, non-exempt Credentialing Data Specialist, from approximately October 2017 to

1 approximately October 2020 in the State of California, County of San Diego. As a Credentialing
2 Data Specialist, Plaintiff BELTRAN's job duties included, but were not limited to, credentialing
3 and compliance monitoring, data entry, generating reports, and advising. In addition to Plaintiff's
4 job duties as a Credentialing Data Specialist, Plaintiff BELTRAN provided assistance in
5 Defendant's HEDIS and Claims departments, engaging in community outreach, completing
6 checkups, providing services, submitting claims and meeting with executives.

7 27. Defendants, jointly and severally, employed Plaintiff HEREDIA as an hourly-
8 paid, non-exempt Administrative Clerk, from approximately March 2023 to approximately
9 March 2024 in the State of California, County of San Diego. As an Administrative Clerk,
10 Plaintiff HEREDIA's job duties included, but were not limited to, providing general office
11 support, customer service, answering calls, coordinating with office departments and distribution
12 of member ID cards.

13 28. Defendants hired Plaintiffs and the other class members, classified them as
14 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
15 for missed, late, short, and/or interrupted meal periods and/or rest breaks.

16 29. Defendants had the authority to hire and terminate Plaintiffs and the other class
17 members, to set work rules and conditions governing Plaintiffs' and the other class members'
18 employment, and to supervise their daily employment activities.

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

22 31. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
23 class members.

24 32. Defendants continue to employ hourly-paid or non-exempt employees within the
25 State of California.

26 33. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or
27 forty (40) hours in a week during their employment with Defendants.

1 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
3 employees within the State of California. This pattern and practice involved, *inter alia*, failing
4 to pay them for all regular and/or overtime wages earned and for missed, late, short, and/or
5 interrupted meal periods and rest breaks in violation of California law.

6 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and the other class members were entitled to receive
8 certain wages for overtime compensation and that they were not receiving accurate overtime
9 compensation for all overtime hours worked. Defendants' failure includes, *inter alia*, failing to
10 compensate Plaintiff and the other class members for job duties and tasks performed before and/or
11 after their scheduled shifts, including, but not limited to, attending meetings, responding to
12 supervisor inquiries and concerns, and completing work related tasks.

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

17 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members were entitled to receive
19 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
20 members' regular rate of pay when a meal period was missed, , late, short or interrupted and they
21 did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the
22 other class members' regular rate of pay when a meal period was missed, late, short or
23 interrupted.

24 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs and the other class members were entitled to receive
26 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
27 members' regular rate of pay when a rest period was missed, , late, short or interrupted and they
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1 did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the
2 other class members' regular rate of pay when a rest period was missed, late, short or interrupted.

3 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiffs and the other class members were entitled to receive
5 at least minimum wages for compensation and that they were not receiving at least minimum
6 wages for all hours worked. The deficiencies included, *inter alia*, Defendants' effective payment
7 of zero dollars per hour for hours Plaintiff and the other class members spent performing work
8 duties outside of their scheduled shifts, such that work duties were performed off the clock.

9 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that Plaintiffs and the other class members were entitled to receive
11 all wages owed to them upon discharge or resignation, including overtime and minimum wages
12 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
13 them at the time of their discharge or resignation.

14 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that Plaintiffs and the other class members were entitled to receive
16 all wages owed to them during their employment. Plaintiffs and the other class members did not
17 receive payment of all wages, including overtime and minimum wages and meal and rest period
18 premiums, within any time permissible under California Labor Code section 204.

19 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and the other class members were entitled to receive
21 complete and accurate wage statements in accordance with California law, but, in fact, they did
22 not receive complete and accurate wage statements from Defendants. The deficiencies included,
23 *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other class
24 members and the accurate total amount of wages earned by PlaintiffPlaintiffs and the other class
25 members.

26 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Defendants had to keep complete and accurate payroll records
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1 for Plaintiffs and the other class members in accordance with California law, but, in fact, did not
2 keep complete and accurate payroll records. Defendants' failure included, *inter alia*, the failure
3 to keep accurate records of the total hours worked by Plaintiffs and the other class members.

4 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs and the other class members were entitled to
6 reimbursement for necessary business-related expenses and costs. Defendants' failure included,
7 *inter alia*, the failure to reimburse Plaintiffs and the other class members for personal usage of
8 their cellular phone and internet services, costs associated with usage of personal vehicle, work
9 related supplies, among other things.

10 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that they had a duty to compensate Plaintiffs and the other class
12 members pursuant to California law, and that Defendants had the financial ability to pay such
13 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
14 to Plaintiffs and the other class members that they were properly denied wages, all in order to
15 increase Defendants' profits.

16 46. During the relevant time period, Defendants failed to pay overtime wages to
17 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
18 class members were required to work more than eight (8) hours per day and/or forty (40) hours
19 per week without overtime compensation for all overtime hours worked.

20 47. During the relevant time period, Defendants failed to provide all requisite
21 uninterrupted meal and rest periods to Plaintiffs and the other class members.

22 48. During the relevant time period, Defendants failed to pay Plaintiffs and the other
23 class members at least minimum wages for all hours worked.

24 49. During the relevant time period, Defendants failed to pay Plaintiffs and the other
25 class members all wages owed to them upon discharge or resignation.

26 50. During the relevant time period, Defendants failed to pay Plaintiffs and the other
27 class members all wages within any time permissible under California law, including, *inter alia*,
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1 California Labor Code section 204.

2 51. During the relevant time period, Defendants failed to provide complete or
3 accurate wage statements to Plaintiffs and the other class members.

4 52. During the relevant time period, Defendants failed to keep complete or accurate
5 payroll records for Plaintiffs and the other class members.

6 53. During the relevant time period, Defendants failed to reimburse Plaintiffs and the
7 other class members for all necessary business-related expenses and costs.

8 54. During the relevant time period, Defendants failed to properly compensate
9 Plaintiffs and the other class members pursuant to California law in order to increase Defendants'
10 profits.

11 55. California Labor Code section 218 states that nothing in Article 1 of the Labor
12 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
13 to him [or her] under this article."

14 **FIRST CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 510 and 1198)**

16 **(Against COMMUNITY HEALTH GROUP and DOES 1 through 100)**

17 56. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1
18 through 55, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

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

24 58. Specifically, the applicable IWC Wage Order provides that Defendants are and
25 were required to pay Plaintiffs and the other class members employed by Defendants, and
26 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
27 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
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1 forty (40) hours in a workweek.

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

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

10 61. During the relevant time period, Plaintiffs and the other class members worked in
11 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

12 62. During the relevant time period, Defendants intentionally and willfully failed to
13 pay overtime wages owed to Plaintiffs and the other class members.

14 63. Defendants' failure to pay Plaintiffs and the other class members the unpaid
15 balance of overtime compensation, as required by California laws, violates the provisions of
16 California Labor Code sections 510 and 1198, and is therefore unlawful.

17 64. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
18 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
19 attorneys' fees.

20 **SECOND CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 226.7 and 512(a))**

22 **(Against COMMUNITY HEALTH GROUP and DOES 1 through 100)**

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

26 66. At all relevant times, the IWC Order and California Labor Code sections 226.7
27 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
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1 Defendants.

2 67. At all relevant times, California Labor Code section 226.7 provides that no
3 employer shall require an employee to work during any meal or rest period mandated by an
4 applicable order of the California IWC.

5 68. At all relevant times, the applicable IWC Wage Order and California Labor Code
6 section 512(a) provide that an employer may not require, cause or permit an employee to work
7 for a work period of more than five (5) hours per day without providing the employee with a
8 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
9 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
10 both the employer and employee.

11 69. At all relevant times, the applicable IWC Wage Order and California Labor Code
12 section 512(a) further provide that an employer may not require, cause or permit an employee to
13 work for a work period of more than ten (10) hours per day without providing the employee with
14 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
15 hours worked is no more than twelve (12) hours, the second meal period may
16 be waived by mutual consent of the employer and the employee only if the first meal period was
17 not waived.

18 70. During the relevant time period, Plaintiffs and the other class members who were
19 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
20 legally-mandated meal periods by mutual consent, were required to work for periods longer than
21 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
22 rest period.

23 71. During the relevant time period, Plaintiffs and the other class members who were
24 scheduled to work for a period of time in excess of six (6) hours were required to work for
25 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
26 (30) minutes and/or rest period.

27 72. During the relevant time period, Defendants intentionally and willfully required
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1 Plaintiffs and the other class members to work during meal periods and failed to compensate
2 Plaintiffs and the other class members the full meal period premium for work performed during
3 meal periods.

4 73. During the relevant time period, Defendants failed to pay Plaintiffs and the other
5 class members the full meal period premium due pursuant to California Labor Code section
6 226.7.

7 74. Defendants' conduct violates applicable IWC Wage Order and California Labor
8 Code sections 226.7 and 512(a).

9 75. Pursuant to applicable IWC Wage Order and California Labor Code section
10 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one
11 additional hour of pay at the employee's regular rate of compensation for each work day that the
12 meal or rest period is not provided.

13 **THIRD CAUSE OF ACTION**

14 **(Violation of California Labor Code § 226.7)**

15 **(Against COMMUNITY HEALTH GROUP and DOES 1 through 100)**

16 76. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
17 through 75, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 77. At all times herein set forth, the applicable IWC Wage Order and California Labor
20 Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by
21 Defendants.

22 78. At all relevant times, California Labor Code section 226.7 provides that no
23 employer shall require an employee to work during any rest period mandated by an applicable
24 order of the California IWC.

25 79. At all relevant times, the applicable IWC Wage Order provides that "[e]very
26 employer shall authorize and permit all employees to take rest periods, which insofar as
27 practicable shall be in the middle of each work period" and that the "rest period time shall be
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1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof” unless the total daily work time is less than three and one-half
3 (3 ½) hours.

4 80. During the relevant time period, Defendants required Plaintiffs and other class
5 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
6 period per each four (4) hour period worked.

7 81. During the relevant time period, Defendants willfully required Plaintiffs and the
8 other class members to work during rest periods and failed to pay Plaintiffs and the other class
9 members the full rest period premium for work performed during rest periods.

10 82. During the relevant time period, Defendants failed to pay Plaintiffs and the other
11 class members the full rest period premium due pursuant to California Labor Code section 226.7

12 83. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
13 Code section 226.7.

14 84. Pursuant to the applicable IWC Wage Orders and California Labor Code section
15 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
16 additional hour of pay at the employees’ regular hourly rate of compensation for each work day
17 that the rest period was not provided.

18 **FOURTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

20 **(Against COMMUNITY HEALTH GROUP and DOES 1 through 100)**

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

24 86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
25 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
26 the minimum so fixed is unlawful.

27 87. During the relevant time period, Defendants failed to pay minimum wage to
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1 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
2 1194, 1197, and 1197.1.

3 88. Defendants' failure to pay Plaintiffs and the other class members the minimum
4 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
5 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance
6 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
7 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

8 89. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
9 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
10 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
11 minimum wages.

12 90. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
13 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
14 unpaid and interest thereon.

15 **FIFTH CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 201 and 202)**

17 **(Against COMMUNITY HEALTH GROUP and DOES 1 through 100)**

18 91. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
19 through 90, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 92. At all relevant times herein set forth, California Labor Code sections 201 and 202
22 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
23 discharge are due and payable immediately, and if an employee quits his or her employment, his
24 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
25 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
26 which case the employee is entitled to his or her wages at the time of quitting.

27 93. During the relevant time period, Defendants intentionally and willfully failed to
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1 pay Plaintiffs and the other class members who are no longer employed by Defendants their
2 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

3 94. Defendants' failure to pay Plaintiffs and the other class members who are no
4 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours
5 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
6 202.

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

11 96. Plaintiffs and the other class members are entitled to recover from Defendants the
12 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
13 pursuant to California Labor Code section 203.

14 **SIXTH CAUSE OF ACTION**

15 **(Violation of California Labor Code § 204)**

16 **(Against COMMUNITY HEALTH GROUP and DOES 1 through 100)**

17 97. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 96, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 98. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
22 calendar month, other than those wages due upon termination of an employee, are due and
23 payable between the 16th and the 26th day of the month during which the labor was performed.

24 99. At all times herein set forth, California Labor Code section 204 provides that all
25 wages earned by any person in any employment between the 16th and the last day, inclusive, of
26 any calendar month, other than those wages due upon termination of an employee, are due and
27 payable between the 1st and the 10th day of the following month.

1 State of California.

2 105. Defendants have intentionally and willfully failed to provide Plaintiffs and the
3 other class members with complete and accurate wage statements. The deficiencies include, but
4 are not limited to: the failure to include the total number of hours worked by Plaintiffs and the
5 other class members.

6 106. As a result of Defendants' violation of California Labor Code section 226(a),
7 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
8 protected rights.

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

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

16 109. Plaintiffs and the other class members are also entitled to injunctive relief to
17 ensure compliance with this section, pursuant to California Labor Code section 226(h).

18 **EIGHTH CAUSE OF ACTION**

19 **(Violation of California Labor Code § 1174(d))**

20 **(Against COMMUNITY HEALTH GROUP and DOES 1 through 100)**

21 110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
22 through 109, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 111. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
25 central location in the state or at the plants or establishments at which employees are employed,
26 payroll records showing the hours worked daily by and the wages paid to, and the number of
27 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
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1 respective plants or establishments. These records shall be kept in accordance with rules
2 established for this purpose by the commission, but in any case shall be kept on file for not less
3 than two years.

4 112. Defendants have intentionally and willfully failed to keep accurate and complete
5 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
6 class members.

7 113. As a result of Defendants' violation of California Labor Code section 1174(d),
8 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 114. More specifically, Plaintiffs and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
12 they were denied both their legal right and protected interest, in having available, accurate and
13 complete payroll records pursuant to California Labor Code section 1174(d).

14 **NINTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 2800 and 2802)**

16 **(Against COMMUNITY HEALTH GROUP and DOES 1 through 100)**

17 115. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 114, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 116. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her
23 obedience to the directions of the employer.

24 117. Plaintiffs and the other class members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants.

26 118. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
27 other class members for all necessary business-related expenses and costs.

119. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

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

(Against COMMUNITY HEALTH GROUP and DOES 1 through 100)

120. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

123. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor

1 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections
2 226(a), 1174(d), 2800 and 2802.

3 124. As a result of the herein described violations of California law, Defendants
4 unlawfully gained an unfair advantage over other businesses.

5 125. Plaintiffs and the other class members have been personally injured by
6 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
7 limited to the loss of money and/or property.

8 126. Pursuant to California Business & Professions Code sections 17200, et seq.,
9 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
10 retained by Defendants during a period that commences four years preceding the filing of this
11 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
12 1021.5 and other applicable laws; and an award of costs.

13 **ELEVENTH CAUSE OF ACTION**

14 **Violation of California Labor Code § 2698, et seq.**

15 **(Against COMMUNITY HEALTH GROUP and DOES 1 through 100)**

16 129. Plaintiff HEREDIA incorporates by reference the allegations contained in
17 paragraphs 1 through 128, and each and every part thereof with the same force and effect as
18 though fully set forth herein.

19 130. PAGA expressly establishes that any provision of the California Labor Code
20 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
21 departments, divisions, commissions, boards, agencies or employees for a violation of the
22 California Labor Code, may be recovered through a civil action brought by an aggrieved
23 employee on behalf of himself or herself, and other current or former employees.

24 131. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
25 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
26 authorized to exercise the same discretion, subject to the same limitations and conditions, to
27 assess a civil penalty.

Failure to Pay Overtime

133. Defendant's failure to pay legally required overtime wages to Plaintiff HEREDIA and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

134. Defendant's failure to provide legally required meal periods to Plaintiff HEREDIA and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

135. Defendant's failure to provide legally required rest periods to Plaintiff HEREDIA and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

Failure to Pay Minimum Wages

136. Defendant's failure to pay legally required minimum wages to Plaintiff HEREDIA and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

137. Defendant's failure to timely pay wages to Plaintiff HEREDIA and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

138. Defendant's failure to timely pay wages to Plaintiff HEREDIA and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes

1 a violation of California Labor Code section 204.

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

3 139. Defendant's failure to provide complete and accurate wage statements to Plaintiff
4 HEREDIA and the other aggrieved employees in accordance with Labor Code section 226(a)
5 constitutes a violation of California Labor Code section 226(a).

6 **Failure to Keep Complete and Accurate Payroll Records**

7 140. Defendant's failure to keep complete and accurate payroll records relating to
8 Plaintiff HEREDIA and the other aggrieved employees in accordance with California Labor
9 Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

10 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

11 141. Defendant's failure to reimburse Plaintiff HEREDIA and the other aggrieved
12 employees for necessary business-related expenses and costs in accordance with California
13 Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections
14 2800 and 2802.

15 142. Pursuant to California Labor Code section 2699, Plaintiff HEREDIA,
16 individually, and on behalf of all aggrieved employees, requests and is entitled to recover from
17 Defendant and each of them, attorneys' fees and costs pursuant to California Labor Code section
18 218.5, as well as all penalties pursuant to PAGA against Defendant, and each of them, including
19 but not limited to:

20 a. Penalties under California Labor Code section 2699 in the amount of a
21 hundred dollars (\$100) for each aggrieved employee per pay period or two
22 hundred dollars (\$200) for each aggrieved employee per pay period;

23 b. Penalties under California Code of Regulations Title 8 section 11010 et
24 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay
25 period for the initial violation, and one hundred dollars (\$100) for each aggrieved
26 employee per pay period for each subsequent violation;

27 c. Penalties under California Labor Code section 210 in addition to, and
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1 entirely independent and apart from, any other penalty provided in the California
2 Labor Code in the amount of a hundred dollars (\$100) for each aggrieved
3 employee per pay period for the initial violation, and two hundred dollars (\$200)
4 for each aggrieved employee per pay period for each subsequent violation; and
5 d. Any and all additional penalties and sums as provided by the California
6 Labor Code and/or other statutes.

7 143. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
8 aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the Labor and
9 Workforce Development Agency for the enforcement of labor laws and education of employers
10 and employees about their rights and responsibilities and thirty-five percent (35%) to the
11 aggrieved employees.

12 144. Further, Plaintiff HEREDIA is entitled to seek and recover reasonable attorneys'
13 fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
14 applicable statute.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff BELTRAN, individually, and on behalf of other members of the general public
17 similarly situated, and Plaintiff HEREDIA, individually, on behalf of other members of the
18 general public similarly situated, and on behalf of other aggrieved employees pursuant to the
19 California Private Attorneys General Act, request a trial by jury.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff BELTRAN, individually, and on behalf of other members of
22 the general public similarly situated, and Plaintiff HEREDIA, individually, on behalf of other
23 members of the general public similarly situated, and on behalf of other aggrieved employees
24 pursuant to the California Private Attorneys General Act, pray for relief and judgment against
25 Defendants, jointly and severally, as follows:

26 **Class Certification**

27 1. That this action be certified as a class action;
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- 1 2. That Plaintiffs be appointed as the representative of the Class;
2 3. That counsel for Plaintiffs be appointed as Class Counsel; and
3 4. That Defendants provide to Class Counsel immediately the names and most
4 current/last known contact information (address, e-mail and telephone numbers) of all class
5 members.

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

- 7 5. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
9 all overtime wages due to Plaintiffs and the other class members;
10 6. For general unpaid wages at overtime wage rates and such general and special
11 damages as may be appropriate;
12 7. For pre-judgment interest on any unpaid overtime compensation commencing
13 from the date such amounts were due;
14 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Labor Code section 1194; and
16 9. For such other and further relief as the Court may deem just and proper.

17 **As to the Second Cause of Action**

- 18 10. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
20 provide all meal periods (including second meal periods) to Plaintiffs and the other class
21 members;
22 11. That the Court make an award to Plaintiffs and the other class members of one
23 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
24 period was not provided;
25 12. For all actual, consequential, and incidental losses and damages, according to
26 proof;
27 13. For premium wages pursuant to California Labor Code section 226.7(c);
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1 14. For pre-judgment interest on any unpaid wages from the date such amounts were
2 due;

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

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

5 **As to the Third Cause of Action**

6 17. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
8 rest periods to Plaintiffs and the other class members;

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

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

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

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

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

18 **As to the Fourth Cause of Action**

19 23. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
21 Plaintiffs and the other class members;

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

24 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
25 Plaintiffs and the other class members in the amount as may be established according to proof at
26 trial;

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

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

4 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

5 29. For such other and further relief as the Court may deem just and proper.

6 **As to the Fifth Cause of Action**

7 30. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
9 time of termination of the employment of Plaintiffs and the other class members no longer
10 employed by Defendants;

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

13 32. For statutory wage penalties pursuant to California Labor Code section 203 for
14 Plaintiffs and the other class members who have left Defendants' employ;

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

17 34. For such other and further relief as the Court may deem just and proper.

18 **As to the Sixth Cause of Action**

19 35. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
21 by California Labor Code section 204 to Plaintiffs and the other class members;

22 36. For all actual, consequential, and incidental losses and damages, according to
23 proof;

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

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

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As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

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

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

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

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

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As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

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

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

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

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

As to the Eleventh Cause of Action

59. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

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

Dated: December 12, 2024

LAWYERS for JUSTICE, PC



By: _____
Jacquelyn Silva
Attorneys for Plaintiff