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Attorneys for Plaintiff, REYNA RAMIREZ, an individual and on behalf of all others
similarly situated, and as an aggrieved employee on behalf of all other aggrieved
employees

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

REYNA RAMIREZ, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

LIFEHEALTH LLC, a Colorado limited
liability company; MARGARET LINDSAY,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CVRI2500129

**FIRST AMENDED CLASS ACTION AND
PAGA REPRESENTATIVE COMPLAINT
FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO INDEMNIFY;
8. VIOLATION OF LABOR CODE § 227.3;
9. UNFAIR COMPETITION; and
10. CIVIL PENALTIES UNDER THE PRIVATE
ATTORNEYS' GENERAL ACT OF 2004
FOR VIOLATIONS OF LABOR CODE
SECTIONS 210, 226.3, 558.1174.5, 1197.1
AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

COMES NOW Plaintiff REYNA RAMIREZ (“Plaintiff”), individually, on behalf of all others similarly situated, and as an aggrieved employee on behalf of all other aggrieved employees under the Labor Code Private Attorneys General Act of 2004, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Lifehealth LLC, and any of its respective subsidiaries or affiliated companies within the State of California (“LIFEHEALTH”); Margaret Lindsay (“LINDSAY” and collectively, with LIFEHEALTH and DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. In addition, Plaintiff brings this action in a representative capacity under the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 et seq. (“PAGA”), as a proxy of the Labor and Workforce Development Agency (“LWDA”), on behalf of herself and all other current and former aggrieved employees of Defendants within the State of California (“Aggrieved Employees”). As to the PAGA claims, Plaintiff seeks to recover civil penalties arising from the same underlying Labor Code violations alleged herein, including, without limitation, violations of Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, 8397.4, and 2699, among others. Plaintiff brings the PAGA claim in a representative capacity on behalf of the State of California and Aggrieved Employees.

PARTIES

A. Plaintiff

3. Plaintiff REYNA RAMIREZ is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, providing

1 clinical services to customers. Plaintiff is informed and believes, and based thereon alleges, that
2 Plaintiff REYNA RAMIREZ worked for Defendants from October of 2021 through to July of 2024.

3 **B. Defendants**

4 4. Plaintiff is informed and believes and based thereon alleges that defendant
5 LIFEHEALTH is, and at all times relevant hereto was, a limited liability company organized and
6 existing under and by virtue of the laws of the State of Colorado and doing business in the County of
7 Riverside, State of California.

8 5. Plaintiff is informed and believes and based thereon alleges that defendant LINDSAY
9 is, and at all times relevant hereto was, an individual residing in California, as well as CEO at
10 Defendants, and DOES 1 through 100, as further defined below.

11 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
12 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
13 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
14 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
15 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
16 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
17 defendants designated hereinafter as DOES when such identities become known. Plaintiff is informed
18 and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this
19 action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all
20 respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
21 Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include
22 LIFEHEALTH, and any of their parent, subsidiary, or affiliated companies within the State of
23 California, as well as LINDSAY and DOES 1 through 100 identified herein.

24 **JOINT LIABILITY ALLEGATIONS**

25 7. Plaintiff is informed and believes and based thereon alleges that all the times
26 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
27 representative, joint venture or co-conspirator of each of the other defendants, either actually or
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1 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
2 employment, joint venture, and conspiracy.

3 8. All of the acts and conduct described herein of each and every corporate defendant was
4 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
5 and the officers and management-level employees of said corporate employers. In addition thereto,
6 said corporate employers participated in the aforementioned acts and conduct of their said employees,
7 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
8 of said corporate employees, agents, and representatives, the defendant corporation respectively and
9 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
10 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
11 agents and representatives.

12 9. Plaintiff is further informed and believes and based thereon alleges that LINDSAY and
13 DOES 51 through 100 violated, or caused to be violated, the above-referenced and below-referenced
14 Labor Code provisions in violation of Labor Code section 558.1.

15 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
16 unity of interest and ownership between Defendants, and each of them, that their individuality and
17 separateness have ceased to exist.

18 11. Plaintiff is informed and believes, and based thereon alleges that despite the formation
19 of the purported corporate existence of LIFEHEALTH and DOES 1 through 50, inclusive (the “Alter
20 Ego Defendants”), they, and each of them, are one and the same with LINDSAY and DOES 51
21 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
22 reasons:

- 23 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
24 Defendants who personally committed the wrongful and illegal acts and violated the
25 laws as set forth in this Complaint, and who has hidden and currently hide behind the
26 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
27 other wrongful or inequitable purpose;
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- 1 B. The Individual Defendants derive actual and significant monetary benefits by and
2 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
3 Defendants as the funding source for the Individual Defendants' own personal
4 expenditures;
- 5 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
6 and the Alter Ego Defendants, while really one and the same, were segregated to appear
7 as though separate and distinct for purposes of perpetrating a fraud, circumventing a
8 statute, or accomplishing some other wrongful or inequitable purpose;
- 9 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
10 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
11 mentioned herein were, so mixed and intermingled that the same cannot reasonably be
12 segregated, and the same are inextricable confusion. The Alter Ego Defendants are,
13 and at all relevant times mentioned herein were, used by the Individual Defendants as
14 mere shells and conduits for the conduct of certain of their, and each of their
15 affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein were,
16 the alter egos of the Individual Defendants;
- 17 E. The recognition of the separate existence of the Individual Defendants and the Alter
18 Ego Defendants would promote injustice insofar that it would permit defendants to
19 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
20 Code, and other statutory violations. The corporate existence of these defendants
21 should thus be disregarded in equity and for the ends of justice because such disregard
22 is necessary to avoid fraud and injustice to Plaintiff herein;
- 23 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
24 Defendants (and vice versa), and the fiction of their separate corporate existence must
25 be disregarded;

26 12. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
27 thereon alleges that Defendants, and each of them, are joint employers.
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13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

14. Venue is proper in Riverside County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Riverside County is where the causes of action explained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in Riverside County, and because Defendants employ numerous Class Members in Riverside County.

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15. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

16. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

1 17. For at least four (4) years prior to the filing of this Action and continuing to the present,
2 Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them, full, timely
3 thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours
4 in a work day and a second thirty (30) minute uninterrupted meal period for days on which they
5 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
6 unprovided meal periods as required by California wage and hour laws.

7 18. For at least four (4) years prior to the filing of this action and continuing to the present,
8 Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or some of
9 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
10 thereof and failed to provide compensation for such unprovided rest periods as required by California
11 wage and hour laws.

12 19. For at least three (3) years prior to the filing of this action and continuing to the present,
13 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
14 of their wages owed to them upon termination and/or resignation as required by Labor Code sections
15 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,
16 premium wages, and vacation pay pursuant to Labor Code section 227.3.

17 20. For at least one (1) year prior to the filing of this Action and continuing to the present,
18 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
19 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
20 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
21 hours worked at each hourly rate; the name and address of the legal entity that is the employer; the
22 name and address of the entity securing the services of the farm labor contractor who employed
23 Plaintiff and Class Members; and other such information as required by Labor Code section 226,
24 subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an
25 accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

26 21. For at least three (3) years prior to the filing of this action and continuing to the present,
27 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred
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1 in mileage and/or gas costs incurred in driving personal vehicles for work-related purposes.

2 22. For at least four (4) years prior to the filing of this action and continuing to the present,
3 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
4 employees or former employees within the State of California with compensation at their final rate of
5 pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

6 23. For at least four (4) years prior to the filing of this action and continuing to the present,
7 Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated
8 employees or former employees within the State of California with the rights provided to them under
9 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

10 24. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
11 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 227.3,
12 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8,
13 section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal
14 and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,
15 requiring an agreement in writing to terms and/or conditions which Defendants know is prohibited by
16 law; failure to indemnify work-related expenses, failure to pay interest on deposits made, failing to
17 pay vested vacation time at the proper rate of pay, other such provisions of California law, and
18 reasonable attorneys' fees and costs.

19 25. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
20 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
21 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
22 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
23 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
24 of amounts owed.

25 26. Plaintiff is an "aggrieved employee" within the meaning of the Labor Code Private
26 Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA"), because Plaintiff was
27 employed by Defendants during the applicable statutory period and suffered one or more of the Labor
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1 Code violations alleged herein. Plaintiff brings this action in a representative capacity on behalf of the
2 State of California and all other current and former employees of Defendants in California who were
3 subjected to the unlawful policies and practices alleged herein (“Aggrieved Employees”).

4 27. Plaintiff seeks to recover civil penalties under PAGA for the Labor Code violations
5 alleged herein pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699, among
6 others. Plaintiff brings this PAGA claim as a proxy for the Labor and Workforce Development Agency
7 of the State of California (“LWDA”), as permitted by PAGA and *Arias v. Superior Court* (2009) 46
8 Cal.4th 969. Class certification is not required for Plaintiff’s PAGA claims.

9 28. On or around September 17, 2024, Plaintiff provided written notice pursuant to Labor
10 Code section 2699.3 online to the LWDA, and to Defendants, of Defendants’ violations of various,
11 including the herein-described, provisions of the Labor Code.

12 29. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
13 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
14 calendar days of the September 17, 2024 notice sent by Plaintiff to the LWDA and Defendants.

15 30. During the period beginning one (1) year preceding the provision of notice to the
16 LWDA regarding the herein-described Labor Code violations and continuing through the present, or
17 such other period permitted by law (the “Civil Penalty Period”), Defendants violated, inter alia, Labor
18 Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221,
19 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8,
20 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, 8397.4, and 2699, among others, and applicable
21 Wage Orders, through the same uniform wage-and-hour policies and practices alleged herein.

22 31. Plaintiff brings this action as a PAGA representative to recover civil penalties for the
23 benefit of the State of California and all other Aggrieved Employees for Defendants’ violations of the
24 Labor Code alleged herein, including but not limited to failure to pay overtime wages, failure to pay
25 minimum wages, failure to provide compliant meal and rest periods and premium pay, failure to
26 timely pay wages during employment and upon separation, failure to provide accurate wage
27 statements and maintain required payroll records, failure to reimburse business expenses, failure to
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1 provide and permit use of paid sick leave, unlawful restraints on wage disclosures, and unlawful
2 restrictions on whistleblowing and protected disclosures.

3 **CLASS ACTION ALLEGATIONS**

4 32. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
5 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
6 former non-exempt employees of Defendants within the State of California at any time commencing
7 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class
8 action is provided to the class (collectively referred to as "Class Members").

9 33. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
10 to amend or modify the class description with greater specificity, further divide the defined class into
11 subclasses, and to further specify or limit the issues for which certification is sought.

12 34. This action has been brought and may properly be maintained as a class action under
13 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
14 interest in the litigation and the proposed Class is easily ascertainable.

15 **A. Numerosity**

16 35. The potential Class Members as defined are so numerous that joinder of all the
17 members of the Class is impracticable. While the precise number of Class Members has not been
18 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
19 employed by Defendants within the State of California.

20 36. Accounting for employee turnover during the relevant periods necessarily increases
21 this number. Plaintiff alleges Defendants' employment records would provide information as to the
22 number and location of all Class Members. Joinder of all members of the proposed Class is not
23 practicable.

24 **B. Commonality**

25 37. There are questions of law and fact common to Class Members. These common
26 questions include, but are not limited to:

27 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
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1 worked at a proper overtime rate of pay?

2 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
3 all other time worked at the employee's regular rate of pay and a rate of pay that is
4 greater than the applicable minimum wage?

5 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
6 Members to take compliant meal periods?

7 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
8 with additional wages for missed or interrupted meal periods?

9 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
10 Members to take compliant rest periods?

11 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
12 with additional wages for missed rest periods?

13 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
14 Members upon termination or resignation all wages earned?

15 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
16 section 203?

17 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
18 Class Members with accurate wage statements?

19 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or
20 losses incurred in direct consequence of the discharge of their duties or by obedience
21 to the directions of Defendants as required under Labor Code section 2802?

22 K. Did Defendants violate Labor Code section 227.3 by not providing Class Members
23 with compensation at their final rate of pay for vested paid vacation time?

24 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
25 section 17200, *et seq.*, by their unlawful practices as alleged herein?

26 M. Are Class Members entitled to restitution of wages under Business and Professions
27 Code section 17203?

1 N. Are Class Members entitled to costs and attorneys' fees?

2 O. Are Class Members entitled to interest?

3 P. Did Defendants violate the Labor Code provisions identified herein such that civil
4 penalties are recoverable under PAGA?

5 Q. Are Aggrieved Employees entitled to civil penalties, attorneys' fees, and costs under
6 Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699?

7 **C. Typicality**

8 38. The claims of Plaintiff herein alleged are typical of those claims which could be alleged
9 by any Class Members, and the relief sought is typical of the relief which would be sought by each
10 Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages
11 arising out of and caused by Defendants' common course of conduct in violation of laws and
12 regulations that have the force and effect of law and statutes as alleged herein.

13 **D. Adequacy of Representation**

14 39. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
15 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
16 actions.

17 **E. Superiority of Class Action**

18 40. A class action is superior to other available means for the fair and efficient adjudication
19 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law
20 and fact common to Class Members predominate over any questions affecting only individual Class
21 Members. Class Members, as further described therein, have been damaged and are entitled to
22 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
23 Labor Code at times, as set out herein.

24 41. Class action treatment will allow Class Members to litigate their claims in a manner
25 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
26 any difficulties that are likely to be encountered in the management of this action that would preclude
27 its maintenance as a class action.
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1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages – Against All Defendants)**

3 42. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 43. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
7 Wage Orders.

8 44. At all times relevant to this Complaint, Labor Code section 510 was in effect and
9 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
10 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
11 the rate of no less than one and one-half times the regular rate of pay for an employee.”

12 45. At all times relevant to this Complaint, Labor Code section 510 further provided that
13 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
14 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
15 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

16 46. Four (4) years prior to the filing of the Complaint in this Action through the present,
17 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
18 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
19 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
20 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
21 actually worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members.

22 47. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than
23 eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
24 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
25 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
26 applicable IWC Wage Orders, and California law.

27 48. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
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1 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
2 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
3 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

4 **SECOND CAUSE OF ACTION**

5 **(Failure to Pay Minimum Wages – Against All Defendants)**

6 49. Plaintiff realleges and incorporates by reference all of the allegations contained in the
7 preceding paragraphs as though fully set forth hereat.

8 50. At all relevant times, Plaintiff and Class Members were employees or former
9 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

10 51. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
11 Members were entitled to receive minimum wages for all hours worked or otherwise under
12 Defendants' control.

13 52. For four (4) years prior to the filing of the Complaint in this Action through the present,
14 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular
15 rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members.

16 53. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
17 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for
18 all hours worked or otherwise due.

19 54. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
20 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
21 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
22 reasonable attorneys' fees and costs of suit.

23 **THIRD CAUSE OF ACTION**

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

25 55. Plaintiff realleges and incorporates by reference all of the allegations contained in the
26 preceding paragraphs as though fully set forth hereat.

27 56. At all relevant times, Plaintiff and Class Members were employees or former
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1 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

2 57. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
3 employ an employee for a work period of more than five (5) hours without a timely meal break of not
4 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
5 no employer shall employ an employee for a work period of more than ten (10) hours per day without
6 providing the employee with a second timely meal period of not less than thirty (30) minutes in which
7 the employee is relieved of all of his or her duties.

8 58. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
9 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
10 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
11 compensation for each workday that the meal period is not provided.

12 59. For four (4) years prior to the filing of the Complaint in this Action through the present,
13 Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free
14 uninterrupted meal periods every five hours of work without waiving the right to take them, as
15 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
16 Member's regular rate of compensation on the occasions that Class Members were not provided
17 compliant meal periods.

18 60. By their failure to provide Plaintiff and Class Members compliant meal periods as
19 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
20 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
21 violated the provisions of Labor Code section 512 and applicable Wage Orders.

22 61. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
23 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
24 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

25 62. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
26 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
27 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
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1 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

2 **FOURTH CAUSE OF ACTION**

3 **(Failure to Provide Rest Periods – Against All Defendants)**

4 63. Plaintiff realleges and incorporates by reference all of the allegations contained in the
5 preceding paragraphs as though fully set forth hereat.

6 64. At all relevant times, Plaintiff and Class Members were employees or former
7 employees of Defendants covered by applicable Wage Orders.

8 65. California law and applicable Wage Orders require that employers “authorize and
9 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
10 period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3
11 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
12 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
13 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
14 minutes of paid rest period.

15 66. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
16 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
17 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
18 regular rate of compensation for each work day that the rest period is not provided.

19 67. For four (4) years prior to the filing of the Complaint in this Action through the present,
20 Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-
21 minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
22 Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member’s
23 regular rate of compensation on the occasions that Class Members were not authorized or permitted
24 to take compliant rest periods.

25 68. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
26 rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s
27 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
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1 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

2 69. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
4 for rest periods that they were not authorized or permitted to take.

5 70. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
6 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest
7 and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of
8 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

9 **FIFTH CAUSE OF ACTION**

10 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

11 71. Plaintiff realleges and incorporates by reference all of the allegations contained in the
12 preceding paragraphs as though fully set forth hereat.

13 72. At all relevant times, Plaintiff and Class Members were employees or former
14 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
15 Wage Orders.

16 73. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
17 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
18 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
19 immediately upon termination. Class Members who resigned were entitled to payment of all wages
20 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
21 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
22 time of resignation.

23 74. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
24 before the filing of the Complaint in this Action through the present, Defendants, due to the failure,
25 at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all
26 wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

27 75. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
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1 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
2 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
3 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
4 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
5 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
6 resignation.

7 76. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
8 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
9 resignation, until paid, up to a maximum of thirty (30) days.

10 77. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
11 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
12 prior to termination or resignation.

13 78. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
14 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
15 waiting time penalties, interest, and their costs of suit, as well.

16 **SIXTH CAUSE OF ACTION**

17 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

18 79. Plaintiff realleges and incorporates by reference all of the allegations contained in the
19 preceding paragraphs as though fully set forth hereat.

20 80. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

22 81. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were
23 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
24 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
25 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
26 of hours worked at each hourly rate; and the name and address of the legal entity that is the employer;
27 and the name and address of the entity securing the services of the farm labor contractor who employed
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1 Plaintiff and Class Members, among other things.

2 82. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
3 before the filing of the Complaint in this Action through the present, Defendants failed to comply with
4 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
5 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
6 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
7 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
8 at each hourly rate; and the name and address of the legal entity that is the employer; and the name
9 and address of the entity securing the services of the farm labor contractor who employed Plaintiff
10 and Class Members, among other things.

11 83. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
12 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
13 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
14 statements that Defendants knew were not accurate.

15 84. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
16 suffered injury. The absence of accurate information on Class Members' wage statements at times
17 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
18 mathematical computations to determine the amount of wages owed; causes difficulty and expense in
19 attempting to reconstruct time and pay records; and led to submission of inaccurate information about
20 wages and amounts deducted from wages to state and federal governmental agencies, among other
21 things.

22 85. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
23 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
24 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
25 period, not to exceed an aggregate \$4,000.00 per employee.

26 86. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
27 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
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1 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
2 and costs of suit.

3 **SEVENTH CAUSE OF ACTION**

4 **(Violation of Labor Code § 2802 – Against All Defendants)**

5 87. Plaintiff realleges and incorporates by reference all of the allegations contained in the
6 preceding paragraphs as though fully set forth hereat.

7 88. At all relevant times, Plaintiff and Class Members were employees or former
8 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

9 89. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
10 his or her employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties . . .”

12 90. For three (3) years prior to the filing of the Complaint in this Action through the
13 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
14 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
15 obedience to the directions of Defendants that included, without limitation: mileage and/or gas costs
16 incurred in driving personal vehicles for work-related purposes.

17 91. During that time period, Plaintiff is informed and believes, and based thereon alleges
18 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class
19 Members for those losses and/or expenditures.

20 92. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
21 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
22 described losses and/or expenditures.

23 93. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
24 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
25 for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of Labor Code § 227.3 – Against All Defendants)**

3 94. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs of this Complaint as though fully set forth hereon.

5 95. According to Labor Code section 227.3, whenever a contract of employment or
6 employer policy provides for paid vacations, and an employee is terminated without having taken off
7 his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
8 accordance with such contract of employment or employer policy respecting eligibility or time served.

9 96. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
10 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
11 that Plaintiff's employment contract with Defendants included paid vacations.

12 97. For at least four (4) years prior to the filing of this action and continuing to the present,
13 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
14 employees or former employees within the State of California with compensation at their final rate of
15 pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

16 98. As a proximate result of Defendants' failure to pay vested vacation at the final rate of
17 Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code
18 section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their
19 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and
20 Class Members, on the one hand, and Defendants, on the other hand.

21 99. As a further proximate result of Defendants' above-described acts and/or omissions,
22 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
23 prejudgment interest.

24 **NINTH CAUSE OF ACTION**

25 **(Unfair Competition – Against All Defendants)**

26 100. Plaintiff realleges and incorporates by reference all of the allegations contained in the
27 preceding paragraphs as though fully set forth hereat.

1 101. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
2 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
3 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
4 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least
5 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a
6 consistent policy of failing to provide Plaintiff and similarly situated employees or former employees
7 within the State of California with the rights provided to them under the Healthy Workplace Healthy
8 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business
9 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
10 comparable companies doing business in the State of California that comply with their obligations to
11 compensate employees in accordance with the Labor Code.

12 102. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
13 Members have suffered injury in fact and lost money or property.

14 103. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members
15 are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and
16 requiring the establishment of appropriate and effective means to prevent further violations, as well
17 as restitution of all wages and other monies owed to them under the Labor Code, including interest
18 thereon, in which they had a property interest and which Defendants nevertheless failed to pay them
19 and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and
20 Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure
21 to comply with the Labor Code.

22 104. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
23 section 1032 and interest under Civil Code section 3287.

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1 **TENTH CAUSE OF ACTION**

2 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

3 105. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
4 preceding paragraphs as though fully set forth hereat.

5 **Civil Penalties Under Labor Code § 210**

6 106. At all relevant times herein, Labor Code section 204, requires and required that:
7 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
8 between the 16th and 26th day of the month during which the labor was performed, and labor performed
9 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
10 and 10th day of the following month.”

11 107. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
12 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
14 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
15 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
16 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
17 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

18 108. At all relevant times herein, Defendants have had a consistent policy or practice of
19 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
20 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
21 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
22 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
23 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
24 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
25 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
26 connection with each payment that was made in violation of Labor Code section 204.

27 **Civil Penalties Under Labor Code § 226.3**

1 109. Defendants had and have a policy or practice of failing to comply with Labor Code
2 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with
3 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
4 earned; the name and address of each employer with whom they have been placed to work; all
5 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
6 at each hourly rate; the legal name of the employer and/or the name and address of the legal entity
7 securing the employer's services if the employer is a farm labor contractor; and other such information
8 as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2 to the extent
9 it does not include for piece-rate work the information required therein including, without limitation,
10 the quantity, rate and units worked per piece, as well as separately itemized non-productive time and
11 rest and recovery periods

12 110. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of
13 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
14 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
15 violation in a subsequent citation, for which the employer fails to provide the employee a wage
16 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

17 111. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
18 this section are in addition to any other penalty provided by law."

19 112. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
20 have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as
21 set forth in the preceding paragraphs.

22 113. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
23 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
24 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
25 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
26 for each subsequent violation.

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1 Violation of Labor Code § 558

2 114. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty
5 as follows:

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
7 pay period for which the employee was underpaid in addition to an amount sufficient
8 to recover underpaid wages;

9 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
10 employee for each pay period for which the employee was underpaid in addition to an
11 amount sufficient to recover underpaid wages;

12 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

13 115. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
14 of them, violated, or caused to be violated, the Labor Code sections described herein, including
15 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
16 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
17 regular payday designated by employer, the name of the employer, including any “doing business as”
18 names used, the name, address, and telephone number of the workers’ compensation insurance carrier,
19 information regarding paid sick leave, and other pertinent information.

20 116. As a direct and proximate result of the herein-described Labor Code violations,
21 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
22 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
23 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
24 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

25 Violation of Labor Code § 1174.5

26 117. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
27 every person employing labor in California to “[a]llow any member of the commission or the
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1 employees of the Division of Labor Standards Enforcement free access to the place of business or
2 employment of the person to secure any information or make any investigation that they are authorized
3 by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the
4 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the
5 person.”

6 118. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
7 every person employing labor in California to “[k]eep a record showing the names and addresses of
8 all employees employed and the ages of all minors.”

9 119. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
10 every person employing labor in California to “[k]eep, at a central location in the state or at the plants
11 or establishments at which employees are employed, payroll records showing the hours worked daily
12 by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid
13 to, employees employed at the respective plants or establishments. These records shall be kept in
14 accordance with rules established for this purpose by the commission, but in any case, shall be kept
15 on file for not less than three years. An employer shall not prohibit an employee from maintaining a
16 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

17 120. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
18 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and
19 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
20 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
21 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

22 121. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
23 willfully failed to keep adequate or accurate time records including wage statements and similar
24 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
25 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
26 under Labor Code section 1174.

27 122. As a direct and proximate result of the herein-described Labor Code violations,
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1 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
2 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
3 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

4 Violation of Labor Code § 1197.1

5 123. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
6 person acting either individually or as an officer, agent, or employee of another person, who pays or
7 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
8 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
9 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
10 follows:

11 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
12 each underpaid employee for each pay period for which the employee is underpaid.

13 This amount shall be in addition to an amount sufficient to recover underpaid wages,
14 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
15 pursuant to Section 203.

16 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
17 (\$250) for each underpaid employee for each pay period for which the employee is
18 underpaid regardless of whether the initial violation is intentionally committed. This
19 amount shall be in addition to an amount sufficient to recover underpaid wages,
20 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
21 pursuant to Section 203.

22 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
23 203, recovered pursuant to this section shall be paid to the affected employee."

24 124. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
25 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
26 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
27 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
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1 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
2 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the
3 proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
4 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

5 125. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
8 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two
9 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent
10 violation.

11 Civil Penalties Under Labor Code § 2699

12 126. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
13 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and
14 collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
15 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action
16 brought by an aggrieved employee on behalf of himself or herself and other current or former
17 employees pursuant to the procedures specified in Labor Code section 2699.3.

18 127. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each
19 of them, violated the Labor Code sections described in the preceding paragraphs.

20 128. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
21 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
22 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
23 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

24 129. Moreover, Plaintiff and other Aggrieved Employees within the State of California
25 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
26 connection with their herein-described claims for civil penalties.

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1 **DEMAND FOR JURY TRIAL**

2 130. Plaintiff demands a trial by jury on all causes of action contained herein.

3 **PRAYER**

4 WHEREFORE, on behalf of Plaintiff, Class Members, the State of California, and
5 Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

- 6 A. An order certifying this case as a Class Action;
- 7 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
8 counsel as class counsel;
- 9 C. Damages for all wages earned and owed, including minimum and overtime wages
10 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
11 1194, 1197 and 1199 and 227.3;
- 12 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 13 E. Damages for unpaid premium wages from missed meal and rest periods under,
14 among other Labor Code sections, 512, 558.1 and 226.7;
- 15 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
16 (e) and 558.1;
- 17 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 18 H. Penalties to timely pay wages under Labor Code section 210;
- 19 I. Damages under Labor Code sections 2802 and 558.1;
- 20 J. Preliminary and permanent injunctions prohibiting Defendants from further violating
21 the California Labor Code and requiring the establishment of appropriate and
22 effective means to prevent future violations;
- 23 K. Restitution of wages and benefits due which were acquired by means of any unfair
24 business practice, according to proof;
- 25 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 26 M. For attorneys' fees in prosecuting this action;
- 27 N. For costs of suit incurred herein;
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- 1 O. For civil penalties pursuant to the Labor Code Private Attorneys General Act of
2 2004, Labor Code section 2698 et seq.;
- 3 P. For allocation and distribution of PAGA civil penalties in accordance with Labor
4 Code section 2699;
- 5 Q. For attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g);
6 and
- 7 R. For such other and further relief as the Court deems just and proper.

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9 Dated: June 3, 2026

BIBIYAN LAW GROUP, P.C.

10
11 BY: */s/ Alexa R. Guzman*

12 VEDANG J. PATEL
13 MEGAN R. LAZAR
14 ALEXA R. GUZMAN

15 Attorneys for Plaintiff REYNA RAMIREZ, on behalf of
16 all others similarly situated, and as an aggrieved employee
17 on behalf of all other aggrieved employees
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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On June 19, 2026, I caused a true and correct copy of the foregoing document described **FIRST AMENDED CLASS ACTION AND PAGA REPRESENTATIVE COMPLAINT** to be served by electronic transmission to the below-referenced electronic email addresses as follows:

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Counsel for Defendants, LIFEHEALTH LLC and MARGARET LINDSAY

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

Executed on June 19, 2026, at Los Angeles, California.

/s/ Jennifer Echeverria
Jennifer Echeverria