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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

Lisa Friedman, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

Fusion Care Group, A Psychological
Professional Corp.; and Does 1 through
25,

Defendant(s).

Case No.: 24CU019053C

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

- 1. Failure To Pay Earned Wages;**
- 2. Failure To Pay The Minimum Wage;**
- 3. Failure To Pay Overtime;**
- 4. Failure To Provide Meal Breaks;**
- 5. Failure To Provide Rest Breaks;**
- 6. Failure To Provide Accurate Wage Statements;**
- 7. Failure To Timely Pay Final Wages;**
- 8. Failure To Reimburse all Reasonable and Necessary Business Expenses;**
- 9. Violation of Business & Professions Code § 17200, et seq.; and**
- 10. Violations of the Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.)**

Jury Trial Demanded

Action Filed: October 24, 2024

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1. Plaintiff Lisa Friedman (“Plaintiff”), individually, and on behalf of all others similarly situated (the “Class Members”) bring this first amended class action complaint (“FAC”) against Defendants Fusion Care Group, A Psychological Professional Corp. and Does 1 through 25 (“Defendants”) pursuant to Code of Civil Procedure § 382.

3. During the past four years of the filing of the initial Complaint, Defendants employed nonexempt therapists, clinicians and other similar positions.

5. During the past four years of the filing of the initial Complaint, Class Members were not paid for booting up their computers, logging into Defendants' intranet site, and opening the applications ("apps") necessary for them to begin their workday. ("Boot-Up Time") In addition, Class Members were not paid for closing those applicable apps, logging out of Defendants' intranet site and booting down their computers ("Boot-Down Time").

FIRST AMENDED CLASS ACTION AND PAGA COMPLAINT

Moreover, Defendants required Class Members to complete their clinical notes during their meal breaks and after the end of their shifts, but Class Members were not paid for this time. As a result, Class Members were not being paid the minimum wage for all non-overtime hours worked (the “Minimum Wage Violations”) and were not being paid overtime compensation for all overtime hours worked (the “Overtime Violations”). Defendants therefore uniformly and as a matter of pattern and practice violated Labor Code §§ 204, 510, 1194, 1197, 1197.1, 1198, and the applicable Wage Order.

6. During the past four years of the filing of the initial Complaint, Class Members worked shifts in excess of 5 and 10 hours a day, entitling them to first and second meal periods of at least 30 minutes each. However, Class Members were not provided duty-free, uninterrupted meal periods of at least 30 minutes. Class Members were required by Defendants to use their meal periods to complete clinical notes to ensure the clinical notes were submitted to the partnering insurance companies within 24 hours of the therapy sessions. As a result, Class Members missed their meal periods, or the meal periods were cut short, or the meal periods were taken late. Defendants did not pay Class Members an additional hour of pay for these meal period violations. Defendants therefore violated Labor Code §§ 226.7, 512(a), 1198, and the applicable Wage Order.

7. During the past four years of the filing of the initial Complaint, Class Members worked shifts of 4 hours or major fraction thereof without receiving rest periods of at least 10 minutes’ rest time and Defendants failed to compensate the Class Members for these missed rest periods in violation of Labor Code §§ 226.7, 1198, and the applicable Wage Order.

8. Defendants knowingly and intentionally failed to provide Class Members with timely and accurate wage statements in violation of Labor Code §§ 226, 1174(d), 1198 and the applicable Wage Order.

9. Defendants failed to provide Class Members their final wages immediately upon termination, or within 72 hours of voluntarily leaving employment.

1 10. To perform their jobs, Class Members were required to use their own personal
2 computers, cellphones and high-speed internet. The Class Members were not reimbursed for
3 these business expenses. Because Defendants did not reimburse Class Members for these
4 business expenses, Defendants violated Labor Code § 2802.

5 11. On information and belief, Plaintiff alleges that Defendants applied the same
6 policies described above to all other members of the proposed Class. As alleged below, these
7 uniform policies, practices and procedures violated California's labor laws and constituted
8 unfair, fraudulent or illegal business practices under Business & Professions Code § 17200,
9 *et seq.*

10 **PARTIES, JURISDICTION AND VENUE**

11 12. Defendants employed Plaintiff as a therapist or similar position within the last
12 four years prior to the filing of the initial Complaint.

13 13. Defendant Fusion Care Group, A Psychological Professional Corp., is
14 headquartered at 2271 Alpine Blvd., Ste. A, Alpine, California 91901.

15 14. Plaintiff does not know the true names or capacities of the Defendants sued
16 herein as Does 1 through 25, inclusive, and, for that reason, said Defendants are sued under
17 such fictitious names. Plaintiff is informed and believes, and based thereon, alleges that each
18 of said fictitious Defendants are and were responsible in some manner for the injuries
19 complained of herein. Plaintiff will amend this FAC to identify such fictitiously-named
20 Defendants pursuant to Code of Civil Procedure § 474 once their identities become known.

21 15. The relief sought by Plaintiff on behalf of herself and the Class defined below
22 exceeds the minimal jurisdictional limits of the Superior Court and will be established
23 according to proof at trial. The Court has personal jurisdiction over each of the parties
24 because they are either citizens of this State, doing business in this State or otherwise have
25 minimum contacts with this State.

26 16. Venue is proper in this County because Defendants have offices and are
27 headquartered in this County.
28

17. Plaintiff is informed and believes and, based thereon, alleges that Defendants were at all times relevant hereto members of, and engaged in, a joint venture, partnership, association or common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, association or common enterprise. Furthermore, Plaintiff is informed and believes and, based thereon, alleges that at all times relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or acted as agents or employees of each other with respect to, the commission of the acts complained of herein. Defendants are therefore jointly and severally liable for the injuries complained of herein.

CLASS ALLEGATIONS

18. Plaintiff brings this action pursuant to Code of Civil Procedure § 382 on behalf of herself and the Class Members defined below. The Class is comprised of and defined as:

All current and former non-exempt employees who worked for Defendants within the State of California at any time during the period from four years preceding the filing of the initial Complaint until final Judgment.

19. Plaintiff reserves the right to establish subclasses as appropriate.

20. There exists a well-defined community of interest among the Class, and the Class is readily ascertainable.

21. The members of the Class are so numerous that joinder of all members in a single action would not be feasible or practical, and the amount of individual damages is not large enough to make individual lawsuits by each class member practical or feasible. Plaintiff is informed and believes and based upon such information and belief alleges that there are in excess of 100 members of the Class.

22. Plaintiff's claims are typical of the claims of the rest of the Class, and Plaintiff and her counsel will fairly and adequately represent the interests of the Class.

1 23. Common issues of fact and/or law predominate in this action over any
2 allegedly individual issues. Specifically, the following common questions of fact or law
3 predominate and make this action superior to individual actions:

- 4 (i) whether Defendants violated Labor Code §§ 204, 210, and applicable Wage
5 Order by failing to pay wages for all hours worked;
- 6 (ii) whether Defendants violated Labor Code §§ 510, 1182.12, 1194, 1197,
7 1197.1, 1198, and applicable Wage Order by failing to pay the minimum
8 wage for all hours worked;
- 9 (iii) whether Defendants violated Labor Code §§ 510, 1198, and applicable Wage
10 Order by failing to pay overtime compensation for all overtime hours worked;
- 11 (iv) whether Defendants violated Labor Code §§ 226.7, 512(a), 1198, and
12 applicable Wage Order by failing to provide first and second meal periods of
13 at least 30-minutes when the shifts exceeded 5 and 10 hours of work, and not
14 compensating employees with one hour of pay at the employees' regular rate
15 of compensation and/or prevailing wage rate for each workday that meal
16 periods were not provided;
- 17 (v) whether Defendants violated Labor Code § 226.7 and applicable Wage Order
18 by failing to provide daily rest periods of ten minutes per four hours or major
19 fraction thereof worked when the shift exceeded three-and-a half hours and
20 by failing to compensate employees one hour's regular wages and/or
21 prevailing wage rates in lieu of rest periods;
- 22 (vi) whether Defendants violated Labor Code §§ 226(a), 1174(d), 1198, and
23 applicable Wage Order by failing to provide and maintain timely and accurate
24 itemized wage statements;
- 25 (vii) whether Defendants violated Labor Code §§ 201, 202 and 203 by failing to
26 timely pay Class Members all wages due upon termination or within 72 of
27 resignation;
28

1 (viii) whether Defendants violated Labor Code § 2802 by failing to reimburse Class
2 Members for all reasonable and necessary business expenses; and

3 (ix) whether Defendants' practices constitute unfair, fraudulent, or illegal
4 business practices under Business and Professions Code § 17200, *et seq.*

5 24. California labor laws under which Plaintiff asserts the following causes of
6 action on behalf of herself and the rest of the Class are broadly remedial in nature. These
7 labor laws serve an important public interest in establishing minimum working conditions
8 and standards in California. They furthermore protect employees from exploitation by
9 employers who may seek to take advantage of their superior economic and bargaining power
10 in setting onerous terms and conditions of employment. The class action mechanism is a
11 particularly efficient and appropriate procedure to redress the injuries alleged herein. If each
12 employee in the Class was required to file an individual action, Defendants would be able to
13 use their superior financial and legal resources to gain an unfair advantage over each
14 individual class member. Moreover, requiring each class member to pursue an individual
15 action would also discourage the assertion of meritorious causes of action by employees who
16 would likely be disinclined to file such individual actions due to a justifiable fear of
17 retaliation and damage to their careers at subsequent employment.
18

19 25. In addition, even if feasible, individual actions by each Class member would
20 create a substantial risk (i) of inconsistent or varying adjudications with respect to the claims
21 of each Class Member against Defendants, that in turn could establish potentially
22 incompatible standards of conduct for Defendants, and/or (ii) of adjudications with respect
23 to individual Class Members that would, as a practical matter, be dispositive of the interests
24 of the other Class Members. Furthermore, the claims of each individual Class member are
25 not sufficiently large enough to make it economically feasible to bring each Class member's
26 claims on an individual basis.

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FIRST CAUSE OF ACTION
FAILURE TO PAY EARNED WAGES
AGAINST ALL DEFENDANTS

(Cal. Labor Code §§ 204 and 210; applicable Wage Order)

26. Plaintiff realleges and incorporates herein by this reference each of the allegations set forth above.

27. Defendants failed to pay Class Members all of their earned wages as required by the Labor Code and applicable Wage Order.

28. Class Members have been deprived of their rightfully earned wages as a direct and proximate result of Defendants' failure to pay said compensation. Class Members are entitled to recover such amounts, plus interest thereon, attorney's fees and costs.

29. In addition, Class Members are entitled to penalties pursuant to Labor Code § 210 as follows: (1) for Defendants' initial violation, \$100 for each failure to pay each Class Member; and (2) for each of Defendants' subsequent violations, or any willful or intentional violation, \$200 for each failure to pay each Class Member, plus 25 percent of the amount unlawfully held.

SECOND CAUSE OF ACTION
FAILURE TO PAY AN HOURLY WAGE FOR EACH AND EVERY HOUR
WORKED

AGAINST ALL DEFENDANTS

(Cal. Labor Code §§ 510, 1182.12, 1194, 1197, 1197.1, and 1198; applicable Wage Order)

30. Plaintiff alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of the initial Complaint.

31. Under Labor Code § 1194, employees must be separately paid an hourly wage for each and every hour worked. *Balasanyan v. Nordstrom, Inc.*, 913 F.Supp.2d 1001, 1007 (S.D. Cal. 2012). A California employer cannot average an employee's compensation over

1 the total number of hours worked to determine compliance with minimum wage obligations.
2 *Armenta v. Osmose, Inc.*, 135 Cal.App.4th 314, 323-324 (2005) (employees must be
3 compensated the minimum wage for “non-productive time”); *Cardenas v. McLane*
4 *FoodServices, Inc.*, 796 F.Supp.2d 1246, 1252-1253 (C.D. Cal. 2011) (employees must be
5 paid a separate hourly rate for pre-and-post shift duties not covered by the piece-rate
6 formula); *Balasanyan, supra*, 913 F.Supp.2d at p. 1007; *Gonzalez v. Downtown LA Motors,*
7 *LP*, 215 Cal.App.4th 36, 48-49 (2013) (employees paid on a piece-rate basis must be paid a
8 separate hourly rate for “non-repair tasks”). “The *Armenta* line of cases is quite clear:
9 employees must be directly compensated at least minimum wage for all time spent on
10 activities that do not allow them to *directly* earn wages.” *Balasanyan, supra*, 913 F.Supp.2d
11 at 1007 (emphasis added).

12 32. As alleged above, Defendants deprived Class Members of an hourly wage for
13 all non-overtime hours worked. Under Labor Code § 1194, Class Members are entitled to
14 recover such amounts, plus interest thereon, reasonable attorney’s fees, and costs, and
15 penalties.

16 33. In addition, under Labor Code § 1194.2, Class Members are entitled to
17 recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid,
18 and interest thereon.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME COMPENSATION**

21 **AGAINST ALL DEFENDANTS**

22 **(Cal. Labor Code §§ 510, 1194 and 1198; applicable Wage Order)**

23 34. Plaintiff realleges and incorporates herein by this reference each and every
24 allegation set forth in all previous paragraphs of the initial Complaint.

25 35. Defendants employed Class Members for more than 8 hours per day and more
26 than 40 hours per workweek, but Defendants failed to pay them overtime compensation as
27 required by the Labor Code and applicable Wage Order.
28

1 36. Defendants thus required Class Members to work for longer hours than those
2 fixed, or under conditions prohibited, by order of the IWC, in violation of those orders.

3 37. Defendants deprived Class Members of their rightfully earned overtime
4 compensation as a direct and proximate result of Defendants' failure to pay for all hours
5 Class Members actually worked. Under Code Labor Code § 1194, Class Members are
6 entitled to recover such amounts, plus interest thereon, attorney's fees and costs, and
7 penalties.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL BREAKS**

10 **AGAINST ALL DEFENDANTS**

11 **(Cal. Labor Code §§ 226.7, 512(a), and 1198; applicable Wage Order)**

12 38. Plaintiff realleges and incorporates herein by this reference each and every
13 allegation set forth in all previous paragraphs of the initial Complaint.

14 39. The Labor Code and the Wage Order provide that employees are entitled to
15 uninterrupted, off-the-clock meal periods of not less than 30-minutes for every five hours
16 worked. The Labor Code and applicable Wage Order also require the employer to pay the
17 employee one hour at the employee's regular rate of compensation and/or prevailing wage
18 rate for each day that the employer does not provide at least one required meal period.

19 40. Defendants employed Class Members for work periods of more than 5 and 10
20 hours without legally compliant meal periods of not less than 30-minutes and failed to
21 compensate them for such meal periods, as required by Labor Code § 226.7 and applicable
22 Wage Order.

23 41. Defendants deprived Class Members of their rightfully earned compensation
24 for meal periods as a direct and proximate result of Defendants' failure to pay compensation
25 for said meal period violations.

26 42. The remedy provided for in Labor Code § 226.7 constitutes a wage, and Class
27 Members are entitled to interest thereon. *See Murphy v. Kenneth Cole Productions, Inc.*, 40
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1 Cal.4th 1094, 1099-1100 (2007).

2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE REST BREAKS**

4 **AGAINST ALL DEFENDANTS**

5 **(Cal. Labor Code §§ 226.7 and 1198; applicable Wage Order)**

6 43. Plaintiff realleges and incorporates herein by this reference each and every
7 allegation set forth in all previous paragraphs of the initial Complaint.

8 44. The Labor Code and the Wage Order provide that employees are entitled to
9 uninterrupted rest period of not less than 10-minutes for every four hours worked or major
10 fraction thereof. The Labor Code and applicable Wage Order require the employer to pay the
11 employee one hour at the employee's regular rate of compensation and/or prevailing wage
12 rates for each day that the employer does not provide at least one required rest period.

13 45. Defendants employed Class Members for work periods of four hours or major
14 fraction thereof without rest periods of ten minutes and failed to compensate them for such
15 rest periods as required by Labor Code § 226.7 and Wage Order 5-2001.

16 46. Defendants deprived Class Members of their rightfully earned compensation
17 for rest periods as a direct and proximate result of Defendants' failure to pay compensation
18 for said rest period violations.

19 47. The remedy provided for in Labor Code § 226.7 constitutes a wage, and Class
20 Members are entitled to interest thereon. *See Murphy, supra*, 40 Cal.4th at 1099-1100.

21 **SIXTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE AND MAINTAIN ACCURATE AND ITEMIZED WAGE**

23 **STATEMENTS**

24 **AGAINST ALL DEFENDANTS**

25 **(Cal. Labor Code §§ 226, 1174(d), and 1198; applicable Wage Order)**

26 48. Plaintiff realleges and incorporates herein by this reference each and every
27 allegation set forth in all previous paragraphs of the initial Complaint.
28

1 49. Labor Code § 226(a) required Defendants, “semimonthly or at the time of
2 each payment of wages,” to furnish their workers with “an accurate itemized statement in
3 writing” showing gross and net wages earned, total hours worked by the employee, rates of
4 pay, and other information. Defendants knowingly and intentionally failed to provide their
5 workers with such timely and accurate wage and hour statements.

6 50. Class Members suffered injury as a result of Defendants’ knowing and
7 intentional failure to provide their workers with the wage and hour statements required by
8 law.

9 51. Under Labor Code § 226(e) and (t), and based on Defendants’ conduct as
10 alleged herein, Class Members are entitled to (a) \$50 for the initial pay period in which a
11 wage and hour statement violation occurred, and \$100 per employee for each violation in a
12 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars \$4,000;
13 (b) injunctive relief to ensure Defendants’ compliance with Labor Code § 226; and (c) an
14 award of costs and reasonable attorney's fees.

15 52. Moreover, as a result of Defendants’ conduct, Class Members have suffered
16 actual damages in that, among other things, the lack of accurate wage statements hindered
17 Class Members from determining the correct amount of wages owed to them and the legal
18 entity that actually employs them. The absence of accurate wage statements has caused Class
19 Members time, money, and energy in attempting to reconstruct time and pay records and
20 resulted in the submission by Defendants of inaccurate information about wages and
21 deductions. As a result of Defendants’ failure to provide Class Members with timely and
22 accurate wage statements, Class Members are entitled to recover the aggregate sum
23 according to proof, of all actual damages they suffered.

24 53. Defendants’ conduct also entitles Class Members to seek preliminary and
25 permanent injunctive relief including, but not limited to, an order that Defendants issue wage
26 and hour statements to their workers that comply with Labor Code § 226.

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SEVENTH CAUSE OF ACTION
FAILURE TO TIMELY PAY FINAL WAGES
AGAINST ALL DEFENDANTS
(Cal. Lab. Code §§ 201-203)

54. Plaintiff realleges and incorporates herein by this reference each of the allegations set forth above.

55. During the Class period, Labor Code §§ 201 and 202 applied to Defendants' employment of Plaintiff and Class Members. At all times relevant hereto, Labor Code § 201 provided that if an employer, such as Defendants, discharged an employee such as a Class Member, the wages earned and unpaid at the time of discharge were due and payable immediately.

56. Furthermore, at all relevant times Labor Code § 202 provided and provides that if an employee, such as a member of the Class, voluntarily leaves his or her employment, the wages earned and unpaid must be paid by the employer within 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to leave, in which case the employee is entitled to receive his or her wages immediately at the time of quitting.

57. Plaintiff and other Class Members have left their position of employment at Defendants' business during the Class period. However, Defendants willfully did not pay Plaintiff and other Class Members all of the wages that were due to them within the time required by §§ 201 and 202. Defendants therefore violated those Labor Code sections.

58. During the Class period, Labor Code § 203 provided that if an employer, such as Defendants, fails to pay any of the wages owed to an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than 30 days.

59. Accordingly, Plaintiff and the members of the Class who were discharged or who quit during the Class period are entitled to receive their wages for each day they were

1 not paid, at their regular rate of pay, up to a maximum of 30 days, plus interest, costs and
2 reasonable attorneys' fees.

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE ALL REASONABLE AND NECESSARY BUSINESS**
5 **EXPENSES**

6 **AGAINST ALL DEFENDANTS**

7 **(Cal. Lab. Code § 2802)**

8 60. Plaintiff realleges and incorporates herein by this reference each of the
9 allegations set forth above.

10 61. Labor Code § 2802 requires employers to indemnify their employees for all
11 necessary expenditures or losses incurred by employees in direct consequence of the
12 discharge of their duties.

13 62. During the relevant time period, Class Members were not adequately
14 reimbursed for all computer equipment, cellphone usage, and high-speed internet incurred
15 when performing their duties.

16 63. In violation of Labor Code §2802, Defendants failed to indemnify Class
17 Members for these expenses.

18 64. In committing the violations as herein alleged, Defendants have intentionally
19 and willfully failed to fully reimburse Class Members for necessary business-related costs
20 and expenses. As Defendants failed to inform and misled Class Members of their right to
21 reimbursement of business expenses, Class Members were led to believe that incurring these
22 lawful and necessary expenses were an expected and essential function of their employment
23 with Defendants and that they would not be reimbursed for these expenses because it was
24 company practice to not reimburse for computer equipment, cell phone usage, and internet
25 usage. As a direct result, Class Members have suffered and continue to suffer substantial
26 losses relating to the use and enjoyment of such compensation, wages, and expenses.

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1 65. Accordingly, Plaintiff and the members of the Class are entitled to
2 reimbursement of these expenses, costs and reasonable attorneys' fees.

3 **NINTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **AGAINST ALL DEFENDANTS**

6 **(Bus. & Prof. Code § 17200, *et seq.*)**

7 66. Plaintiff realleges and incorporates herein by this reference each and every
8 allegation set forth in all previous paragraphs of the initial Complaint.

9 67. Defendants' violations of the Labor Codes and applicable Wage Order
10 constitute unfair business practices in violation of Business & Professions Code § 17200, *et*
11 *seq.*

12 68. Plaintiff and other Class Members have suffered injury in fact and have lost
13 money or property as a result of Defendants' unfair business practices, and Defendants have
14 reaped unfair benefits and illegal profits at the expense of Plaintiff and other Class Members.

15 69. Plaintiff and Class Members are entitled to immediate possession of all
16 amounts owed, with interest.

17 70. Upon information and belief, Defendants have under-reported to federal and
18 state authorities wages actually earned by Plaintiff and all Class Members and therefore have
19 underpaid state and federal taxes, employer matching funds, unemployment premiums,
20 Medicare and worker's compensation premiums. Such conduct is illegal under Business &
21 Professions Code §§ 17000, *et seq.* and 17200, *et seq.*

22 71. Defendants' unfair business practices entitle Plaintiff and other Class
23 Members to seek preliminary and permanent injunctive relief including, but not limited to,
24 orders that Defendants account for, disgorge, and restore to their workers the compensation
25 unlawfully withheld.
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TENTH CAUSE OF ACTION
VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT
AGAINST ALL DEFENDANTS
(Cal. Lab. Code §§ 2698, *et seq.*)

72. Plaintiff re-alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of this FAC as if fully set forth herein.

73. Labor Code § 2698, *et seq.* (the PAGA) creates specified remedies that are triggered when an employer violates any provision of the Labor Code specified in Labor Code § 2699.5.

74. The policies, acts and practices heretofore described were and are an unlawful business act or practice because Defendants failed to comply with their statutory obligations to pay Plaintiff and aggrieved employees all wages they were due according to the applicable California Labor Code sections set forth herein. Defendants' illegal actions give rise to statutory and civil penalties including, but not limited to, penalties provided by, and pursuant to, Labor Code §§ 201, 202, 203, 204, 210, 218, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1198, 2802 and provisions of Wage Order No. 4.

75. Pursuant to Labor Code § 2699(f), for all provisions of the Labor Code that do not have a civil penalty specifically specified, there is an established civil penalty for a violation of the provisions as follows: \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation.

76. Labor Code § 558 mandates a penalty be assessed against any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of the chapter starting with Labor Code § 500, *et seq.* or any provision regulating hours and days of work in any order of the Industrial Welfare Commission as follows: \$50 for the first pay period in which the employee is underpaid; and, for each subsequent violation, \$100 for each pay period in which the employee is underpaid. The civil penalties so provided in this

1 section are in addition to any other civil penalties provided by law.

2 77. Labor Code § 2699(a) specifically provides for a private right of action to recover
3 penalties for violations of the Labor Code and “a plaintiff may as a matter of right amend an
4 existing complaint to add a cause of action arising under th[e] [PAGA] at any time within ...
5 time periods specified in” the PAGA. Cal. Lab. Code § 2699.3(a)(2)(C).

6 78. On October 23, 2024, Plaintiff gave notice of these claims to the California Labor
7 and Workforce Development Agency (“LWDA”) and to Defendant. Attached hereto as
8 Exhibit 1 is a copy of Plaintiff’s PAGA notice, which they hereby incorporate by reference.
9 Plaintiffs did not receive any response from the LWDA indicating that it intends to
10 investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under
11 the PAGA.

12 79. Plaintiff will seek recovery of civil penalties per pay period during the relevant
13 PAGA time period for Plaintiff and each “aggrieved employee” in an amount according to
14 proof, subject to Court approval as set forth in Labor Code § 2699.

15 80. Plaintiff will seek recovery of attorneys’ fees and costs pursuant to Labor Code
16 § 2699(g), in an amount according to proof and subject to Court approval.

17 81. As provided above, Plaintiff has completed all administrative prerequisites to
18 seeking the penalties for Labor Code violations provided by the PAGA (including Labor
19 Code § 558).

20
21 **PRAYER**

22 WHEREFORE, Plaintiff prays for Judgment on behalf of herself and the rest of the
23 Class against all Defendants, as follows:

24 **ON THE FIRST CAUSE OF ACTION**

- 25 1. For all unpaid earned wages;
26 2. For all actual, consequential, and incidental losses and damages, according to
27 proof;
28 3. For prejudgment interest; and

- 1 4. For reasonable attorneys' fees and costs under Labor Code § 218.5.

2 **ON THE SECOND CAUSE OF ACTION**

- 3 1. For all underpaid wages;
- 4 2. For liquidated damages pursuant to Labor Code § 1194.2;
- 5 3. For prejudgment interest; and
- 6 4. For attorneys' fee and costs.

7 **ON THE THIRD CAUSE OF ACTION**

- 8 1. For unpaid overtime wages;
- 9 2. For prejudgment interest; and
- 10 3. For reasonable attorneys' fees and costs under Labor Code § 1194.

11 **ON THE FOURTH CAUSE OF ACTION**

- 12 1. For unpaid wage premiums for failing to provide compliant meal periods; and
- 13 2. For prejudgment interest.

14 **ON THE FIFTH CAUSE OF ACTION**

- 15 1. For unpaid wage premiums for failing to provide compliant rest periods; and
- 16 2. For prejudgment interest.

17 **ON THE SIXTH CAUSE OF ACTION**

- 18 1. For damages and penalties under Labor Code § 226(e); and
- 19 2. For reasonable attorneys' fees and costs under Labor Code § 226(e).

20 **ON THE SEVENTH CAUSE OF ACTION**

- 21 1. For the wages of each Class Member who is no longer employed by
- 22 Defendants at their regular daily rate up to a maximum of 30 days;
- 23 2. For prejudgment interest; and
- 24 3. For reasonable attorneys' fees.

25 **ON THE EIGHTH CAUSE OF ACTION**

- 26 1. For the unreimbursed expenses incurred by Plaintiff and the Class;
- 27 2. For prejudgment interest; and
- 28

- 1 3. For reasonable attorneys' fees and costs under Labor Code § 2802.

2 **ON THE NINTH CAUSE OF ACTION**

- 3 1. For restitution of all unpaid wages, overtime and other monies withheld from
4 Plaintiff and the rest of the Class as a result of Defendants' unfair, unlawful
5 or fraudulent business practices; and
6 2. For reasonable attorneys' fees and costs under Code of Civil Procedure §
7 1021.5.

8 **ON THE TENTH CAUSE OF ACTION**

- 9 1. Civil penalties pursuant to Labor Code § 558:
10 a. \$50 for each underpaid employee for each pay period per violation;
11 and
12 b. \$100 per employee per pay period for subsequent violations per
13 violation.
14 2. Civil penalties pursuant to Labor Code § 2699(f):
15 a. \$100 for each aggrieved employee per pay period for the initial
16 violation per violation; and
17 b. \$200 for each aggrieved employee per pay period for each subsequent
18 violation.
19 3. For other penalties under PAGA as allowed as the Court may deem
20 appropriate; and
21 4. Attorneys' fees, costs and litigation expenses pursuant to Labor Code
22 § 2699(g).
23

24 **ON ALL CAUSES OF ACTION**

- 25 1. For certification of the action as a class action;
26 2. For attorneys appearing on the above caption to be named class counsel and
27 for Plaintiff to be appointed as the class representative;
28 3. A declaratory judgment that the practices complained of in this Complaint are

1 unlawful under California Law;

2 4. For reasonable attorneys' fees under the Labor Code and all related statutes,
3 including Code of Civil Procedure § 1021.5;

4 5. For costs of the suit incurred herein; and

5 6. For such further relief as the Court may deem appropriate.

6 DATED: May 1, 2025

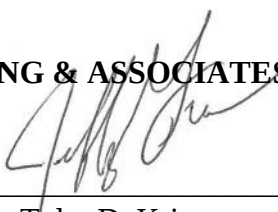
BELIGAN LAW GROUP, LLP

7
8 By: /s/ Jerusalem F. Beligan

9 Jerusalem F. Beligan

10 Leah M. Beligan

11 **KRING & ASSOCIATES, APC**

12
13 By: 

14 Tyler D. Kring

15 Jeffrey T. Green

16 *Attorneys for Plaintiff and the Putative Class*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff demands a trial by jury on all claims so triable.

3 DATED: May 1, 2025

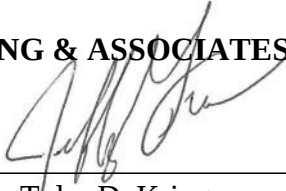
4 **BELIGAN LAW GROUP, LLP**

5 By: /s/ Jerusalem F. Beligan

6 Jerusalem F. Beligan

7 Leah M. Beligan

8 **KRING & ASSOCIATES, APC**

9
10 By:  _____

11 Tyler D. Krings

12 Jeffrey T. Green

13 *Attorneys for Plaintiff and the Putative Class*

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is Kring & Associates, APC, 38 Corporate Park, Irvine, CA 92606-5105.

On May 1, 2025, I served true copies of the foregoing document(s) described as **FIRST AMENDED CLASS ACTION COMPLAINT AND REPRESENTATIVE PAGA ACTION** on the interested parties in this action, addressed as follows:

SEE ATTACHED SERVICE LIST

☒ BY E-MAIL: As California Code of Civil Procedure section 1010.6 and all other applicable law including California Rules of Court permits, I caused a true copy of the document to be sent to the persons at the corresponding electronic address as indicated on the attached mailing list on the above-mentioned date. My electronic notification address is mbennett@kringandassociates.com. I am readily familiar with this firm's Microsoft Outlook electronic mail system and did not receive any electronic message or other indication that the transmission was unsuccessful.

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

Executed on May 1, 2025, at Irvine, California.



MICHELLE BENNETT

LISA FRIEDMAN V. FUSION CARE GROUP

K&A CLIENT: LISA FRIEDMAN
CLIENT NO.: 9300.0954

SERVICE LIST

Counsel of Record	Phone/Fax Nos.	Party(ies) Represented
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