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6 **SUSI JLOC** and others similarly situated

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Executive Officer/Clerk of Court,
By A. Villchis-David, Deputy Clerk

7 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

8 **LOS ANGELES COUNTY**

9 SUSI JLOC, an Individual,

10 Plaintiff,

11 v.

12
13 HERNIA MEDICAL CENTER OF
14 SOUTHERN CALIFORNIA, INC., a California
15 Stock Corporation; PASADENA SURGERY
CENTER, LLC, a California Limited Liability
Company; and Does 1 through 100, inclusive,

16 Defendants.

Case No. **24STCV32730**

**REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **Civil Penalties Pursuant to the Private Attorneys General Act (Labor Code § 2698, *et seq.*);**
- (2) **Violation of California Labor Code § 1102.5(b) Retaliation for Reporting Illegal Acts;**
- (3) **Violation of California Labor Code § 510 Failure to Pay Overtime;**
- (4) **Violation of California Labor Code §§ 226.7 and 512(a) Failure to Provide Meal Periods and/or Pay Meal Period Premiums**
- (5) **Violation of California Labor Code § 226.7 Failure to Provide Rest Periods and/or Pay Rest Period Premiums;**
- (6) **Violation of California Labor Code § 2802 Failure to Indemnify for All Employment Related Losses/Expenditures**
- (7) **Violation of California Labor Code §§ 226, 226(a), and 226.3 Failure to Provide Accurate, Itemized Wage Statements**

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- (8) Violation of California Labor Code §§ 201-202, and 227.3 Failure to Timely Pay All Wages Upon Termination of Employment**
- (9) Violation of California Business and Professions Code § 17200, et seq. Unfair Business Practices**
- (10) Violation of California Labor Code § 1194 Failure to Pay Minimum Wage**
- (11) Violation of California Labor Code § 1174(d) Failure to Maintain Records**
- (12) Civil Penalties Pursuant to California Labor Code § 2699(f)(2)**

UNLIMITED CIVIL CASE

1 Plaintiff SUSI JLOC (hereinafter “Plaintiff”), on behalf of herself, the State of California, and
2 other aggrieved employees, hereby brings this Representative Action Complaint (“Complaint”)
3 against HERNIA MEDICAL CENTER OF SOUTHERN CALIFORNIA, INC., a California Stock
4 Corporation; PASADENA SURGERY CENTER, LLC, a California Limited Liability Company;
5 and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief allege as
6 follows:

7 **INTRODUCTION**

8 1. This is a representative action complaint under California Labor Code § 2699 et
9 seq. the California Private Attorney General Act (“PAGA”) and challenges systemic illegal
10 employment practices resulting in violations of the California Labor Code against employees of
11 Defendants.

12 2. Plaintiff seeks relief on behalf of herself and all other aggrieved employees as a
13 result of employment policies, practices and procedures more specifically described below, which
14 violate the California Labor Code, and the orders and standards promulgated by the California
15 Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor
16 Standards, and which have resulted in the failure of Defendants to pay Plaintiff and other
17 aggrieved employees all wages due to them.

18 **JURISDICTION AND VENUE**

19 3. Plaintiff, on behalf of herself, all other aggrieved employees, and the State of
20 California, hereby brings this Complaint for recovery of civil penalties under the Private Attorneys
21 General Act, Labor Code § 2698, *et seq.* (“PAGA”), and Industrial Welfare Commission Wage
22 Order 5 (“Wage Order 5”). The monetary damages that Plaintiff seeks exceed this Court’s
23 jurisdictional minimum.

24 4. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
25 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
26 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within
27 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
28 Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident. Plaintiff was employed by Defendants within the statute of limitations periods applicable to each cause of action pled herein.

6. Plaintiff is informed and believes, and based thereon alleges, that during the statute of limitations periods applicable to this action through the present, Defendants did (and continue to do) business and employed Plaintiff and other aggrieved employees within, among other counties, Los Angeles County and the state of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

7. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the other aggrieved employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

8. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the other aggrieved employees.

9. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

10. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the other
3 aggrieved employees.

4 **FACTUAL ALLEGATIONS**

5 11. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

6 12. Plaintiff and all other aggrieved employees seek unpaid wages, penalties and other
7 compensation from Defendants for the relevant time period because Defendants improperly:

- 8 a. Failed to provide Plaintiff and all other aggrieved employees overtime wages.
9 b. Failed to pay Plaintiff and all other aggrieved employees with required meal
10 periods
11 c. Failed to provide plaintiff and all other aggrieved employees with rest breaks
12 d. Failed to pay Plaintiff and all other aggrieved employees all wages due
13 e. Failed to provide Plaintiff and all other aggrieved employees all wages due
14 f. Failed to provide Plaintiff and all other aggrieved employees

15 13. Plaintiff worked for Defendants as a nonexempt employee from approximately
16 May 2023 to February 2024.

17 14. **Failure to Pay Overtime Wages (Labor Code sections 510.0 and Wage Order**
18 **5):** During Plaintiff's employment with Defendants, on a routine basis, Plaintiff and other non-
19 exempt employees worked over 8.0 hours in a workday and/or over 40.0 hours in a workweek.
20 Defendants failed to pay them overtime compensation at the rate of one- and one-half times (or
21 two times in the case of double-time) their regular rate of pay as required under Labor Code § 510
22 and Wage Order 5. Specifically, Defendants paid Plaintiff's and other non-exempt employees'
23 overtime at their base rates of pay, failing to pay the required overtime premium. When Plaintiff
24 did work shifts long enough to constitute overtime wages, Defendants did not pay Plaintiff at her
25 overtime rate. Instead, Defendants paid Plaintiff with two separate checks in order to avoid paying
26 Plaintiff overtime wages. Plaintiff's pay statements reflect Defendants paid Plaintiff from two
27 different accounts at her base hourly rate of \$15.50 for all hours worked.

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1 **15. Failure to Pay Meal Period and/or Pay Meal Period Premium (Labor Code**
2 **sections 226.7 and 512(a)):** Plaintiff alleges that on a routine basis Defendants failed to provide
3 Plaintiff and other non-exempt employees with all statutorily mandated meal periods due to
4 Defendants' meal period policies/practices. Specifically, the workload imposed by Defendants
5 often made it impracticable for Plaintiff and other non-exempt employees to take a 30-minute off-
6 duty meal period prior to the end of the fifth hour of work. Indeed, Plaintiff's time records reflect
7 missed and late meal periods. Instead, Plaintiff and other aggrieved employees had to contend
8 with scheduling demands. Defendant failed to provide Plaintiff and other aggrieved employees
9 with premium pay.

10 **16. Failure to Pay Rest Period and/or Pay Period Premium (Labor Code section**
11 **226.7):** Defendants routinely failed to authorize and permit compliant rest breaks to Plaintiff and
12 other non-exempt employees. Specifically, Defendants have failed to authorize and permit a 10-
13 minute rest break for every 4 hours worked or major fraction thereof, because, inter alia, the
14 workload imposed on Plaintiff and other non-exempt employees often made it impracticable to
15 take all rest periods to which they were entitled.

16 **17. Failure to Pay All Wages Due Upon End of Employment (Labor Code section**
17 **201 and 202):** As a result of Defendants' failure to pay all overtime wages, and meal and rest
18 period premium wages, as well as other related wages, Defendants failed to pay all wages due to
19 Plaintiff and other non-exempt employees.

20 **18. Failure to Indemnify for All Employment Related Losses/Expenditures**
21 **(Labor Code section 2802):** Plaintiff contends that Defendant routinely failed to reimburse
22 mileage and necessary business expenses or losses incurred in direct discharge of Plaintiff and
23 other aggrieved employees' duties, Defendants are liable for monies to compensate Plaintiff and
24 similarly situated employees for necessary expenditures or losses pursuant to Labor Code section
25 2802.

26 **19. Retaliation for Reporting Illegal Acts (Labor Code section 1102.5(b)):** As a
27 result of Defendant's hostile conduct and retribution towards Plaintiff and other formerly
28 employed non-exempt employees who reported the Company's HIPAA related violations,

Defendants engaged in hostile conduct that ultimately lead to a hostile work environment for Plaintiff and other aggrieved employees, and constructive termination.

20. **Failure to Provide Accurate, Itemized Wage Statements (Labor Code sections 226, 226(a), and 226.3):** Plaintiff alleges that on a routine basis she and other aggrieved employees received wage statement without all of the information required under section 226(a). Specifically, Defendant's routinely failed to include the total hours worked, the name and address of the legal entity, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Plaintiff and other aggrieved employees. Moreover, the unlawful seizure of earned wages from Plaintiff and other aggrieved employees had an impact on their paychecks, and makes it difficult to determine how much Plaintiff and other aggrieved employees are currently owed.

21. **Related Penalties (Labor Code sections 226, 204, 2699(f)(2)):** As a further result of Defendants' failure to pay all overtime wages, and meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other non-exempt employees.

22. **Willfulness:** Plaintiff is informed and believes and based thereon alleges that Defendants are and were advised by skilled lawyers, other professionals, employees with human resources background and advisors with knowledge of the requirements of California wage and hour laws.

23. Plaintiff is informed and believes and based thereon alleges that at all relevant times, Defendants knew or should have known, that aggrieved employees, including Plaintiff, were entitled to receive duty free meal periods within the first five hours of any shift of six or more hours worked and that any failure to do so requires Defendants pay Plaintiff and aggrieved employees one hour of wages per day for untimely missed or on duty meal periods.

24. Plaintiff is informed and believes and based thereon alleges that at all relevant times Defendants knew or should have known that Plaintiff and aggrieved employees were entitled to wages for all time worked, including overtime.

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25. By letter dated about October 11, 2024, Plaintiff notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to the violations of the California Labor Code identified in Paragraph 16 above. Now that sixty-five days have passed from Plaintiff notifying the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the PAGA with respect to these violations. Plaintiff therefore has exhausted all administrative procedures required of her under Labor Code sections 2698, 2699, and 2699.3, and, as a result, she is justified as a matter of right in bringing a civil-penalties cause of action under PAGA. A true and correct copy of the LWDA Notice of Claim sent to Defendant and LWDA is attached hereto as Exhibit A.

FIRST CAUSE OF ACTION

Private Attorney General Act (PAGA)

(On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

26. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

27. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, and, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay

period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime compensation earned in violation of Labor Code §§ 204, 510, 511, 558, 1194, and 1198;
- b. Failing to provide all legally required meal periods and by failing to pay meal period premiums to Ms. JLoc and other aggrieved employees at the employees' respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, 516, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to provide Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment in violation of Labor Code § 201- 203;
- f. Failing to maintain accurate records in violation of Labor Code §§ 558, 1174 and 1198; and
- g. Failing to timely pay all wages due to Plaintiff and other aggrieved employees during their employment in violation of Labor Code § 204.

28. PAGA provides in relevant part:

[A]ny provision of th[e Labor C]ode that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of th[e Labor C]ode[] may . . . be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the

procedures specified in [s]ection 2699.3.

Id. § 2699(a).

29. Labor Code section 558 states:

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

Id. § 558(a).

30. Moreover, section 558 confirms that "[w]ages recovered pursuant to this section shall be paid to the affected employee" and that "civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." *Id.* § 558(a)(3), (c).

31. PAGA similarly provides:

(f) For all provisions of this [C]ode except those for which a civil penalty is provided, there is established a civil penalty for a violation of these provisions, as follows: . . . the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. . . .

(g)(1) Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee.

Id. § 2699(f), (g)(1).

32. Plaintiff and other employees of Defendants who worked in California are aggrieved employees. They were or are employed by Defendants, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of herself and all other current and former aggrieved employees.

33. Based on the foregoing, Plaintiff seeks to represent herself, the State of California, and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and

former non-exempt employees who worked for Defendants in California at any time from one year prior to the submission of Plaintiff's PAGA notice to the present.

34. The State of California LWDA, Plaintiff and aggrieved employees are, therefore, entitled to collect civil penalties, attorneys' fees, and costs according to proof.

35. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interest and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

SECOND CAUSE OF ACTION

Retaliation for Reporting Illegal Acts

California Labor Code § 1102.5(b)

(On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

36. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

37. Labor Code section 1102.5(b) provides:

An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information . . . to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance . . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

38. Defendants employed Plaintiff.

39. Plaintiff complained to Defendants regarding certain practices by Defendants that Plaintiff reasonably believed were unlawful.

40. Plaintiff complained about those perceived illegal violations to persons with authority over Plaintiff and other employees of Defendants that had the authority to investigate, discover, or correct those illegal violations.

41. As a result of the foregoing complaints by Plaintiff, Defendants retaliated against Plaintiff by terminating her, rather than taking appropriate actions to investigate or correct the

1 perceived unlawful practices.

2 42. Plaintiff was harmed.

3 43. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

4 44. As a proximate result of Defendants' conduct, Plaintiff has incurred and will
5 continue to incur damages in an amount to be proven at trial. These damages include lost income,
6 lost benefits, great anxiety, embarrassment, anger, loss of enjoyment of life, emotional distress, and
7 legal fees and costs in the hiring of legal counsel, all to Plaintiff's damage in an amount according
8 to proof at trial.

9 45. The conduct of Defendants and each of them as described above was malicious,
10 fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.
11 Defendants and each of them, and their agents/employees, managing agents/or supervisors,
12 authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is
13 entitled to punitive damages against each of said Defendants.

14 46. Plaintiff has also incurred and continues to incur attorneys' fees and legal
15 expenses in an amount according to proof at the time of trial, in particular, pursuant to attorneys'
16 fees allowed pursuant to amendments to Cal. Lab. Code 1102.5 *et seq.*

17 **THIRD CAUSE OF ACTION**

18 Failure to Pay Overtime

19 California Labor Code § 510

20 (On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

21 47. Plaintiff incorporates by reference all preceding paragraphs as though fully set
22 forth herein.

23 48. From in or around May 2023 until February 28, 2024 her termination, Plaintiff
24 worked as an hourly non-exempt employee for Defendants, covered by California Labor Code
25 sections 510.

26 49. Pursuant to California Labor Code sections 510, hourly, non-exempt employees
27 are entitled to receive a higher rate of pay for all hours worked in excess of eight (8) hours in a
28 workday and/or forty (40) hours in a workweek.

50. California Labor Code section 510, subdivision (a), states in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

51. Despite California law requiring employers to pay employees a higher rate of pay for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to Plaintiff for her daily overtime hours worked.

52. To the extent that the foregoing uncompensated time occurred on workdays when Plaintiff already worked eight (8) hours, in workweeks where Plaintiff already worked forty (40) hours, and/or seven days in a workweek, the foregoing resulted in time in which Plaintiff was under the control of Defendants, which constituted overtime hours, but not compensated at _____ her overtime rate of pay in violation of Labor Code sections 510.

53. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount subject to proof, to the extent that she was not paid at her proper overtime rate of pay for all overtime hours worked.

FOURTH CAUSE OF ACTION

Failure to Provide Meal Periods and Meal Period Premiums

California Labor Code §§ 226.7 and 512(a)

(On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

54. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

1 55. Plaintiff worked as an hourly, non-exempt employee for Defendants, covered by
2 Labor Code sections 512 and 226.7.

3 56. California law requires an employer to provide its employees an uninterrupted
4 meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and
5 the employer relinquishes control over the employee's activities no later than the end of the
6 employee's fifth hour of work and a second meal period no later than the employee's tenth hour of
7 work. (Labor Code sections 226.7, 512; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53
8 Cal.4th 1004). If the employer requires the employee to remain at the work site or facility during
9 the meal period, the meal period must be paid. This is true even where the employee is relieved of
10 all work duties during the meal period. (*Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th
11 968). If the employee is not free to leave the work premises or worksite during the meal period,
12 even if the employee is relieved of all other duty during the meal period, the employee is subject to
13 the employer's control and the meal period is counted as time worked.

14 57. If an employer fails to provide an employee a meal period in accordance with the
15 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
16 for each workday that a legally required and compliant meal period was not provided. (Labor Code
17 section 226.7).

18 58. Plaintiff worked shifts long enough to entitle her to meal periods under California
19 law. Nevertheless, Defendants failed to provide Plaintiff with compliant, duty-free meal periods.
20 Such practices were routinely scheduled patient appointments in different physical offices,
21 requiring Plaintiff to drive through traffic where she was instructed to eat in the car and arrive to
22 the next office location for exam room set up prior to patient arrival.

23 59. Similarly, Defendants also failed to pay premium wages to Plaintiff as
24 compensation for missed and uninterrupted meal periods.

25 60. Pursuant to Labor Code section 226.7 and the Wage Order, DEFENDANTS are
26 liable to Plaintiff for one (1) hour of additional pay at her regular rate of compensation for each
27 workday that Defendants did not provide all legally required and compliant meal periods plus pre-
28 judgment interest.

1 **FIFTH CAUSE OF ACTION**

2 Failure to Provide Rest Periods and Rest Period Premiums

3 California Labor Code § 226.7

4 (On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

5 61. Plaintiff incorporates by reference all preceding paragraphs al though fully set
6 forth herein.

7 62. From in or around May 2023 until February 2024, her termination, Plaintiff
8 worked as an hourly, non-exempt employee for Defendants, covered by Labor Code section 226.7
9 and the applicable Wage Order.

10 63. California law requires that “[e]very employer shall authorize and permit all
11 employees to take rest periods, which insofar as practicable shall be in the middle of each work
12 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
13 ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 4, §12.
14 Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length,
15 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
16 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53
17 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates
18 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
19 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
20 relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If
21 an employer fails to provide an employee a rest period in accordance with the applicable
22 provisions of this Order, the employer shall pay the employee one (1) hour of pay at the
23 employee’s regular rate of compensation for each work day that the rest period is not provided.”
24 Wage Order 4, §12; Labor Code §226.7.

25 64. Plaintiff regularly worked shifts of more than three-and-a-half (3.5) hours which
26 included driving between physical offices. Defendants employed practices that failed to authorize
27 and/or permit Plaintiff to receive all legally required and compliant rest periods. Such practices

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were routine as Plaintiff was driving and had to wait until she arrived at the next scheduled office appointment

65. Similarly, Defendants failed to pay Plaintiff one (1) hour of pay at her regular rate of pay for each workday he did not receive all legally required and/or legally compliant rest periods.

66. Pursuant to Labor Code section 226.7 and the applicable Wage Order Defendants are liable to Plaintiff for one (1) hour of additional pay at the regular rate of compensation for each workday that Defendants did not provide all legally required and/or legally compliant rest periods plus pre-judgment interest.

SIXTH CAUSE OF ACTION

Failure to Indemnify for All Employment Related Losses/Expenditures

California Labor Code § 2802

(On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

67. Plaintiff incorporates by reference all preceding paragraphs as though set forth herein.

68. Defendants employed Plaintiff.

69. Labor Code section 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...” An employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. (Labor Code section 2802).

70. Defendants violated Labor Code section 2802 by impermissibly passing business-related expenses to Plaintiff. These policies, practices, and/or procedures included, but were not limited to, failing to reimburse PLAINTIFF for all expenses related to driving her personal vehicle between office locations, loading it with exam room equipment such as an exam table, and using her personal cell phone if the office needed to contact her while she was driving.

71. Because Defendants failed to indemnify Plaintiff for the necessary expenditures incurred in the discharge of her duties, they are liable to Plaintiff for monies to compensate

1 Plaintiff for such expenditures or losses pursuant to Labor Code section 2802.

2 72. As a direct and proximate result of Defendants' violation of Labor Code section
3 2802, Plaintiff has suffered irreparable harm and monetary damages entitling her to both injunctive
4 relief and restitution. Plaintiff, on behalf of herself, and others who seek damages and all other
5 relief allowable including indemnification for all employment-related expenses as well as ordinary
6 business expenses incurred by Defendants and passed on to Plaintiff, pursuant to Labor Code
7 section 2802. Pursuant Labor Code Section 2802, Plaintiff is entitled to recover full
8 indemnification, reasonable attorneys' fees and costs of suit.

9 **SEVENTH CAUSE OF ACTION**

10 Failure to Provide Accurate, Itemized Wage Statements

11 California Labor Code §§ 226, 226(a), and 226.3

12 (On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

13 73. Plaintiff incorporates all preceding paragraphs as though set forth herein.

14 74. Defendants employed Plaintiff but failed to provide her with the data required by
15 section 226(a) of the Labor Code.

16 75. Specifically, Labor Code section 226(a) provides:

17 [Every] employer [shall], semimonthly or at the time of each payment of
18 wages...furnish to his or her employees, either as a detachable part of the
19 check, draft, or voucher paying the employee's wages, or separately when
20 wages are paid by personal check or cash, an accurate itemized statement
21 in writing showing (1) gross wages earned, (2) total hours worked by the
22 employee, except for any employee whose compensation is solely based
23 on a salary and who is exempt from payment of overtime under
24 subdivision (a) of [s]ection 515 or any applicable order of the Industrial
25 Welfare Commission, (3) the number of piece-rate units earned and any
26 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
27 deductions, provided that all deductions made on written orders of the
28 employee may be aggregated and shown as one item, (5) net wages
earned, (6) the inclusive dates of the period for which the employee is
paid, (7) the name of the employee and only the last four digits of his or
her social security number or an employee identification number other
than a social security number, (8) the name and address of the legal entity
that is the employer ... , and (9) all applicable hourly rates in effect during
the pay period and the corresponding number of hours worked at each
hourly rate by the employee

1 Cal. Lab. Code § 226(a).

2 76. Wage statements issued to Plaintiff did not list missed rest breaks and missed
3 meal breaks. Because a reasonable person necessarily would need to refer to extrinsic documents
4 or information to determine this information, Plaintiff suffered injury under Labor Code section
5 226(a).

6 77. Labor Code section 226.3 goes on to state:

8 Any employer who violates subdivision (a) of Section 226 shall be subject
9 to a civil penalty in the amount of two hundred fifty dollars (\$250) per
10 employee per violation in an initial citation and one thousand dollars
11 (\$1,000) per employee for each violation in a subsequent citation, for
12 which the employer fails to provide the employee a wage deduction
13 statement or fails to keep the records required in subdivision (a) of Section
14 226. The civil penalties provided for in this section are in addition to any
15 other penalty provided by law. In enforcing this section, the Labor
16 Commissioner shall take into consideration whether the violation was
17 inadvertent, and in his or her discretion, may decide not to penalize an
18 employer for a first violation when that violation was due to a clerical
19 error or inadvertent mistake.

20 78. Accordingly, because Defendants failed to provide the information required by
21 Labor Code section 226, Defendants are liable to Plaintiff for statutory damages, attorneys' fees
22 and costs.

23 **EIGHTH CAUSE OF ACTION**

24 Failure to Timely Pay All Wages Upon Termination of Employment

25 California Labor Code §§ 201-202, 227.3

26 (On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

27 79. Plaintiff incorporates all preceding paragraphs as though set forth herein.

28 80. Labor Code section 201 provides, in pertinent part: "[i]f an employer discharges
an employee, the wages earned and unpaid at the time of discharge are due and payable
immediately." Cal. Lab. Code § 201(a).

81. Pursuant to California Labor Code section 201, Plaintiff was entitled upon
termination to timely payment of all wages earned and unpaid prior to termination. Discharged

1 employees are entitled to payment of all wages earned and unpaid prior to discharge immediately
2 upon termination.

3 82. As detailed above, in violation of California law, Defendants have knowingly and
4 willfully refused to perform their obligations to compensate Plaintiff for all wages earned and all
5 hours worked.

6 83. Pursuant to California Labor Code section 202,

7 (a) If an employee not having a written contract for a definite period quits
8 his or her employment, his or her wages shall become due and payable
9 not later than 72 hours thereafter, unless the employee has given 72 hours
10 previous notice of his or her intention to quit, in which case the employee
11 is entitled to his or her wages at the time of quitting. Notwithstanding any
12 other law, an employee who quits without providing a 72-hour notice shall
13 be entitled to receive payment by mail if he or she so requests and
14 designates a mailing address. The date of the mailing shall constitute the
15 date of payment for purposes of the requirement to provide payment
16 within 72 hours of the notice of quitting.

17 84. Additionally, Labor Code section 227.3 states:

18 Unless otherwise provided by a collective-bargaining agreement,
19 whenever a contract of employment or employer policy provides for paid
20 vacations, and an employee is terminated without having taken off his
21 vested vacation time, all vested vacation shall be paid to him as wages at
22 his final rate in accordance with such contract of employment or employer
23 policy respecting eligibility or time served; provided, however, that an
24 employment contract or employer policy shall not provide for forfeiture
25 of vested vacation time upon termination. The Labor Commissioner or a
26 designated representative, in the resolution of any dispute with regard to
27 vested vacation time, shall apply the principles of equity and fairness.

28 85. Defendants failed to provide Plaintiff with all vested vacation upon termination.

86. Accordingly, Plaintiff is entitled to all vested vacation wages and interest thereon.
Cal. Lab. Code § 227.3.

87. Defendants have terminated the employment of Plaintiff, yet she is still owed
compensation for all wages earned and all hours worked. Accordingly, Plaintiff is entitled to the
continuing wages set forth in section 203.

88. Pursuant to Labor Code section 203, Plaintiff is entitled to continuing wages for

up to thirty days, restitution and damages according to proof, interest thereon, PAGA civil penalties, attorneys' fees, and costs of suit.

NINTH CAUSE OF ACTION

Unfair Business Practices

Violation of California Business and Professions Code § 17200, et seq

(On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

89. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

90. As alleged above, Defendants failed to pay Plaintiff and all other aggrieved employees overtime compensation at the rate of one- and one-half times (or two times in the case of double-time their regular rate of pay as required under Labor Code § 510 and Wage Order 5. Specifically, Defendants paid Plaintiff's and other non-exempt employees' overtime at their base rates of pay, failing to pay the required overtime premium. When Plaintiff did work shifts long enough to constitute overtime wages, Defendants did not pay Plaintiff at her overtime rate. Instead, Defendants paid Plaintiff with two separate checks to avoid paying Plaintiff overtime wages.

91. Defendants failed to provide Plaintiff all required meal and rest breaks and have failed to pay Plaintiff the required pay premiums for Plaintiff's missed breaks and missed rest breaks.

92. On information and belief, by violating the provisions of the Labor Code and Wage Orders, Defendants have gained a competitive advantage and unfairly injured competitors in violation of Cal. Bus. & Prof. Code § 17203.

93. The victims of these unfair and illegal business practices include, but are not limited to Plaintiff, Defendants' other employees, competing businesses, and the general public. Plaintiff is informed and believes, and based thereon alleges, Defendants performed the above-mentioned acts with the intent of gaining an unfair competitive advantage.

94. The identity of the precise persons to whom restitution should be made is a matter that can be ascertained from Defendants' records, which they are required to keep and maintain.

95. Plaintiff's efforts in securing the requested relief will result "in the enforcement of an important right affecting the public interest," as "a significant benefit, whether pecuniary or nonpecuniary, [will] be[] conferred on . . . a large class of persons." Cal. Civ. Proc. Code § 1021.5.

1 Because "the necessity and financial burden of private enforcement . . . are such as to make [an
2 attorney's fees] award appropriate, and [because attorney's fees] should not in the interest of justice
3 be paid out of the recover, if any," Plaintiff requests an award of reasonable attorneys' fees pursuant
4 to section 1021.5 of the California Code of Civil Procedure. *Id.*

5 96. Pursuant to Business and Professions Code section 17203, Plaintiff requests
6 restitution and disgorgement of wages and premiums wrongfully retained by Defendants in violation
7 of Business and Professions Code sections 17200 *et seq.*

8 **TENTH CAUSE OF ACTION**

9 Failure to Pay Minimum Wage

10 California Labor Code § 1194

11 (On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

12 97. Plaintiff incorporates by reference all preceding paragraphs as though fully set
13 forth herein.

14 98. Plaintiff worked as an hourly non-exempt employee for Defendants.

15 99. Pursuant to Labor Code section 1194, Plaintiff is entitled to receive wages for
16 all hours worked, i.e., all time Plaintiff was subject to Defendants' control, and those wages must
17 be paid at least at the minimum wage rate in effect during the time Plaintiff earned the wages.

18 100. Defendants' policies, practices, and/or procedures required Plaintiff to be
19 engaged, suffered, or permitted to work without being paid wages for all of the time in which she
20 was subject to Defendants' control.

21 101. Plaintiff worked more minutes per shift than Defendants credited her with
22 having worked because, inter alia, she was required to work beyond her regularly scheduled shift
23 while waiting for patients' examinations to be completed by the doctors she worked for, before
24 completing her duties surrounding the disassembly of the exam room, placing the items in her
25 car, and driving them back to the home office.

26 102. Consequently, Plaintiff was subject to Defendants' control without being
27 compensated any wages, in violation of Labor Code 1194, 1197.

28 103. As a result of Defendant's unlawful conduct, Plaintiff suffered damages in an

1 amount subject to proof, to the extent that she was not paid wages at a minimum wage rate for all
2 hours worked.

3 104. Pursuant to California Labor Code sections 1194 and 1194.2, Plaintiff is entitled
4 to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of her
5 unpaid minimum wage, and attorneys' fees and costs.

6 **ELEVENTH CAUSE OF ACTION**

7 Failure to Maintain Records

8 California Labor Code § 1174(d)

9 (On Behalf of Plaintiff and Others Similarly Situated Against All Defendants)

10 105. Plaintiff incorporates all preceding paragraphs by reference as though fully set
11 forth herein.

12 106. Labor Code section 1174(d) provides:

13 Every person employing labor in this state shall:

14 (d) Keep, at a central location in the state or at the plants or establishments at
15 which employees are employed, payroll records showing the hours worked
16 daily by and the wages paid to, and the number of piece-rate units earned by
and any applicable piece rate paid to, employees employed at the respective
plants or establishments...

17
18 Cal. Lab. Code § 1174 (emphasis supplied)

19 107. Defendants failed to comply with Cal. Lab. Code § 1174 by failing to maintain
20 accurate records with respect to hours worked and wages paid for Plaintiff.

21 108. Accordingly, Defendants are liable to Plaintiff for statutory damages and costs.

22
23 **PRAYER**

24 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
25 this suit is brought against Defendants, jointly and severally, as follows:

- 26 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
27 employees, and the State of California according to proof pursuant to Labor Code §
28 2699, including, but not limited to:

- a. \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld;
 - b. \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period;
 - c. \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period;
 - d. \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or
 - e. \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f);
2. On all causes of action, for attorney's fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5;
 3. For such other and further relief the Court may deem just and proper.

Dated: December 11, 2024

Respectfully submitted,

BARKHORDARIAN LAW FIRM, PLC

/s/ Rebecca R. Brown, Esq.

Rebecca R. Brown, Esq.
Attorney for Plaintiff SUSI JLOC