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SHAWNA HUNT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ARTHUR MALLARI, individually, and on
behalf of himself and all others similarly
situated,

Plaintiffs,

v.

SANDERLING HEALTHCARE, LLC, a
Delaware Limited Liability Company,
SANDERLING RENAL SERVICES –
USA LLC, a Delaware Limited Liability
Company, and DOES 1-50, inclusive,

Defendants.

Case No. 24CU015283C

Assigned to: Hon. Mark T. Cumba
Dept.: C-65

**SECOND AMENDED COMPLAINT FOR
DAMAGES:**

- 1) **FAILURE TO PAY MINIMUM
WAGES**
- 2) **FAILURE TO PAY OVERTIME
OWED**
- 3) **FAILURE TO PROVIDE LAWFUL
MEAL PERIODS**
- 4) **FAILURE TO AUTHORIZE AND
PERMIT LAWFUL REST PERIODS**
- 5) **FAILURE TO TIMELY PAY
WAGES DUE AND PAYABLE
DURING EMPLOYMENT**
- 6) **FAILURE TO TIMELY PAY**

WAGES OWED AT SEPARATION

- 7) FAILURE TO REIMBURSE NECESSARY EXPENSES**
- 8) KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED WAGE STATEMENT PROVISIONS**
- 9) VIOLATION OF THE UNFAIR COMPETITION LAW**
- 10) FAILURE TO PAY SICK LEAVE AT THE PROPER RATE**
- 11) CIVIL PENALTIES PURSUANT TO PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE SECTION 2698 ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs ARTHUR MALLARI ("Mallari") and SHAWNA HUNT ("Hunt") (collectively "Plaintiffs"), individually and on behalf of all others similarly situated, and assert claims against Defendants SANDERLING RENAL SERVICES-USA, LLC, a Delaware Limited Liability Company, SANDERLING HEALTHCARE, LLC, a Delaware Limited Liability Company, and DOES 1-50, inclusive (collectively "Defendants") as follows:

INTRODUCTION

1. The purpose of this amendment is to add Plaintiff Shawna Hunt to this action; to clarify the allegations in the Complaint; modify the scope of the class; and assert new claims within the new scope of the class.

2. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiffs and any and all persons who are or were employed by Defendants as non-exempt hourly employees, either directly or indirectly, in the State of California at any time from four (4) years prior to the filing of the original complaint through resolution or trial of the matter ("Class Members").

3. During the relevant liability period, Defendants consistently maintained and enforced against Plaintiffs and Class Members unlawful practices and policies in violation of California state wage and hour laws, including: failing to lawfully pay all hours worked, including minimum wages and overtime and double time; failing to lawfully provide meal and rest periods; failing to pay one hour of

1 pay at the employee's regular rate of pay when legally mandated meal or rest periods were not lawfully
2 provided; failing to accurately calculate and pay overtime including by failing to include all non-
3 discretionary compensation in the regular rate of pay; failing to reimburse necessary expenses; failing to
4 provide accurate itemized wage statements; failing to pay sick leave at the proper rate; and failing to keep
5 accurate records.

6 4. Defendants implemented uniform policies and practices that deprived Plaintiffs and Class
7 Members of earned wages, including minimum wages; straight time wages; overtime wages; double time
8 wages; premium wages; lawful meal and/or rest breaks; reimbursement for necessary expenses; and
9 timely payment of wages.

10 5. Such actions and policies, as described above and further herein, were and continue to be
11 in violation of the California Labor Code. Plaintiffs, on behalf of themselves and all Class Members,
12 bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5,
13 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802,
14 applicable IWC California Wage Orders, and California Code of Regulations, Title 8, section 11000 et
15 seq., seeking unpaid wages, unreimbursed expenses, penalties, liquidated damages, and reasonable
16 attorneys' fees and costs.

17 6. Plaintiffs, on behalf of themselves and others similarly situated, pursuant to Business and
18 Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to pay to
19 Plaintiffs and Class Members all of their wages, including minimum wages, overtime, double time, and
20 premium wages, and for unreimbursed expenses.

21 7. Plaintiffs also bring this action pursuant to the Private Attorneys General Act of 2004
22 ("PAGA"), Labor Code sections 2698 et seq., on a representative basis on behalf of all Aggrieved
23 Employees. Plaintiff Mallari submitted a PAGA Notice to the LWDA. Plaintiff Hunt separately
24 submitted a PAGA Notice to the LWDA. Both notices have satisfied the requirements of Labor Code
25 section 2699.3, and more than 65 days have elapsed without an LWDA response for each notice.
26 Plaintiffs are therefore authorized to proceed with this representative PAGA action.

27 8. Defendants' violations include: (1) failure to pay minimum wages; (2) failure to pay
28 overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5)
failure to timely pay wages owed during employment; (6) failure to timely pay wages owed at separation

1 from employment; (7) knowing and intentional failure to comply with itemized wage statement
2 provisions; (8) violation of the unfair competition law; (9) failure to keep accurate records; and (10)
3 failure to pay sick leave.

4 **JURISDICTION AND VENUE**

5 9. This action is brought as a Class Action on behalf of Plaintiffs and similarly situated
6 employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary damages
7 and restitution sought by Plaintiffs exceed the minimum jurisdiction limits of the California Superior
8 Court and will be established according to proof at trial.

9 10. This Court has jurisdiction over this action pursuant to the California Constitution Article
10 VI §10, which grants the California Superior Court original jurisdiction in all causes except those given
11 by statute to other courts. The statutes under which this action is brought do not give jurisdiction to any
12 other court.

13 11. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

15 12. This Court has jurisdiction over Defendants because, upon information and belief, each
16 Defendant is either a resident of California, has sufficient minimum contacts in California, or otherwise
17 intentionally avails itself of the California market so as to render the exercise of jurisdiction over them
18 by the California Courts consistent with traditional notions of fair play and substantial justice.
19 Defendants have done and are doing business throughout California and Sacramento.

20 13. The unlawful acts alleged herein have a direct effect on Plaintiffs and other similarly
21 situated Class Members within San Diego County, and it is believed that Defendants have employed a
22 number of other Class Members as non-exempt employees in San Diego County and throughout
23 California. Further, Defendants have an office located at 963 Lane Ave, Chula Vista, CA 91914.

24 14. The California Superior Court also has jurisdiction in this matter because the individual
25 claims of the Class Members described herein are presently believed to be under the seventy-five
26 thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential
27 damages and recovery by all of the claims of the Plaintiffs' Class, including attorneys' fees, placed in
28 controversy by Plaintiffs' class-wide claims, is presently believed to be under the five million dollar
(\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question

1 at issue, as the issues herein are based solely on California statutes and law, including the Labor Code,
2 IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California
3 Business and Professions Code.

4 15. Venue is proper in this Court because one or more of the Defendants reside, transact
5 business, or have offices in this County, Plaintiff Mallari is a resident of this County, and the acts or
6 omissions alleged herein took place in this County.

7 **PARTIES**

8 16. Defendant Sanderling Renal Services-USA, LLC is a Delaware Limited Liability
9 Company doing business in the State of California, providing home dialysis, renal care, and related
10 healthcare services to patients throughout California. Defendant Sanderling Healthcare, LLC is a
11 Delaware Limited Liability Company. Both entities operate under common ownership and management.
12 Defendants' headquarters are located at 511 Union Street, Suite 1800, Nashville, TN 37219.

13 17. Plaintiff Arthur Mallari is and during the liability period has been a resident of California.
14 Plaintiff Mallari was employed by Defendants in an hourly, non-exempt position from approximately
15 September 24, 2001 through July 19, 2024, primarily performing in-home dialysis, support, and services
16 to hemodialysis patients. He usually worked approximately 4 days per week and 10-14 hours per day.

17 18. Plaintiff Shawna Hunt is and during the liability period has been a resident of California.
18 Plaintiff Hunt was employed by Defendant Sanderling Renal Services-USA, LLC in an hourly, non-
19 exempt position as a dialysis technician and in related roles, providing in-home dialysis and patient care
20 services. During her employment, Hunt typically worked shifts in excess of 10 hours per day as part of
21 her regularly scheduled duties.

22 19. Plaintiffs and the members of the putative class were employed as hourly paid employees
23 by Defendants, either directly or indirectly, in the State of California at any time from four years prior to
24 the filing of this Complaint.

25 20. Whenever in this Complaint reference is made to any act, deed, or conduct of Defendants,
26 the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of
27 Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the
28 management, direction, control, or transaction of the ordinary business and affairs of Defendants.

21. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiffs, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

FACTUAL ALLEGATIONS

22. During the relevant time frame, Defendants compensated Plaintiffs and the Class Members based upon an hourly wage. Plaintiffs and the Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders.

23. Plaintiff Mallari and Class Members, including Plaintiff Hunt, provided in-home dialysis services and support to hemodialysis patients at patients' homes and at Defendants' California facilities. Due to the nature of the home healthcare environment and patient care demands, employees were regularly required to work shifts exceeding 10 or 12 hours.

24. During the relevant time, Defendants did not have a valid alternative workweek schedule ("AWS") governing the employment of Plaintiffs. As a result, all hours worked in excess of 8 hours per day should have been compensated at the overtime rate of one and one-half times the regular rate of pay, and all hours worked in excess of 12 hours per day should have been compensated at the double-time rate.

25. Plaintiffs and the Class Members have not been paid for all hours worked because employees were required to work off the clock such that they have not been paid for all hours worked. Defendants had a uniform policy and practice of failing to pay Plaintiffs and the Class Members for overtime hours worked in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek at the proper rates of pay.

26. Defendants also failed to properly incorporate all forms of non-discretionary compensation—including, without limitation, bonuses and on-call pay—into the regular rate of pay for purposes of calculating overtime and meal/rest period premiums, in violation of Labor Code section 510 and applicable IWC Wage Orders.

1 27. Plaintiffs and the Class Members were regularly required to work shifts in excess of five
2 hours without being provided a lawful meal period and, on often, over ten hours in a day without being
3 provided a second lawful meal period as required by law.

4 28. Despite the above-mentioned meal period violations, Defendants failed to compensate
5 Plaintiffs, and on information and belief, failed to compensate Class Members, one additional hour of
6 pay at their regular rate as required by California law when meal periods were not timely or lawfully
7 provided in a compliant manner.

8 29. Indeed, during the relevant time, as a consequence of Defendants' scheduling practices,
9 work demands, coverage requirements, and Defendants' policies and practices, Defendants frequently
10 failed to provide Plaintiffs and the Class Members timely, legally compliant uninterrupted 30-minute
11 meal periods as required by law. Not only were Plaintiffs' and the Class Members' first meal breaks
12 frequently not provided, untimely or short, but also Plaintiffs and the Class Members were not provided
13 a second meal period when working shifts in excess of 10 hours and in excess of 12 hours.

14 30. On information and belief, Plaintiffs and Class Members did not waive their rights to a
15 second meal period.

16 31. Plaintiffs are informed and believes, and thereon allege, that Defendants know, should
17 know, knew, and/or should have known that Plaintiffs and the other Class Members were entitled to
18 receive accurate premium wages under Labor Code §226.7 but were not receiving accurately calculated
19 compensation.

20 32. In addition, during the relevant time frame, Plaintiffs and the Class Members were
21 systematically not authorized and permitted to take one net ten-minute paid, rest period for every four
22 hours worked or major fraction thereof, which is a violation of the Labor Code and the applicable IWC
23 Wage Order.

24 33. Defendants maintained and enforced scheduling practices, policies, and imposed work
25 demands that frequently required Plaintiffs and the Class Members to forego their lawful, paid rest
26 periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest
27 periods were not timely authorized and permitted.

28 34. Despite the above-mentioned rest period violations, Defendants did not compensate
Plaintiffs, and on information and belief, did not pay Class Members one additional hour of pay at their

regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC Wage Order, for each day on which lawful rest periods were not authorized and permitted.

35. Defendants failed to comply with California's paid sick leave laws with respect to Plaintiffs and Class Members.

36. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiffs and the Class Members in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, the applicable hourly rates and the number of hours worked at each rate, the name and address of the legal entity that is the employer, gross pay and net pay figures from Plaintiffs, and the Class Members' wage statements. Such actions were and continue to be in violation of the California Labor Code and applicable IWC Wage Orders.

37. Defendants have also made it difficult to determine applicable hourly rates of pay, total hours worked, and account with precision for the unlawfully withheld wages and deductions due to be paid to Class Members, including Plaintiffs, during the liability period because they did not implement and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided rest and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section 211(c), California Labor Code section 226, and applicable California Wage Orders.

38. Moreover, Plaintiffs and the Class Members were required to incur necessary expenses in the discharge of their duties but have not been reimbursed for such costs. Specifically: (a) Plaintiffs and the Class Members were required to use cellular phones in the discharge of their duties, including calling to clock in and out of work, receiving scheduling communications, and coordinating patient care; and (b) Plaintiff Mallari and similarly situated Class Members were required to use their personal vehicles to drive to, from, and between patients' homes without reimbursement for mileage or associated vehicle expenses.

39. Plaintiffs and the Class Members were not paid their full wages, including all wages, overtime, and premium pay, within the time required by Labor Code section 204 during their employment and, for former employees, within the time required by Labor Code sections 201 and 202 upon separation from employment. Defendants' failure to timely pay wages entitles affected employees to waiting time penalties under Labor Code section 203.

CLASS ACTION ALLEGATIONS

40. Plaintiffs bring this action on their own behalf, as well as on behalf of each and every other person similarly situated, and thus seek class certification under California Code of Civil Procedure §382.

41. All claims alleged herein arise under California law for which Plaintiffs seek relief as authorized by California law.

42. The proposed class is comprised of and defined as: all persons who are or were employed by the Defendants as hourly paid, non-exempt employees in the State of California at any time from four years prior to the filing of this action through resolution or trial of the matter (collectively "Class" or "Class Members").

43. Plaintiffs also seek to represent the following Subclasses:

a. **Minimum Wage Subclass:** All Class Members who were not paid at least minimum wage for all hours worked;

b. **Overtime Subclass:** All Class Members who were not accurately paid overtime for hours worked over eight in a day or over forty in a workweek;

c. **Double Time Subclass:** All Class Members who were not accurately paid double time for hours worked over twelve (12) hours in a day or for hours worked over eight (8) hours on the seventh consecutive day of the workweek;

d. **First Meal Period Subclass:** All Class Members who worked more than five (5) hours in a workday and were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and were not paid one hour premium wages at the employee's regular rate in lieu thereof;

e. **Second Meal Period Subclass:** All Class Members who worked more than ten (10) hours in a workday and were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes, and were not paid one hour premium wages at the employee's regular rate in lieu thereof;

f. **Rest Period Subclass:** All Class Members who worked more than three and a half hours in a workday and were not authorized and permitted to take a lawful net 10-minute rest period for every four (4) hours or major fraction thereof worked per day and were not paid one hour premium wages at the employee's regular rate in lieu thereof;

1 g. **Inaccurate Wage Statement Subclass:** All Class Members who were not provided with
2 accurate and complete itemized wage statements;

3 h. **Indemnification Subclass:** All Class Members who were not reimbursed for all necessary
4 expenditures;

5 i. **Waiting Time Subclass:** All Class Members who did not receive all owed wages at time
6 of separation or within 72 hours in the case of resignation.

7 j. **Sick Pay Subclass:** All Class Members who were not paid sick leave at the proper rate;

8 k. **Unfair Business Practices Subclass:** All Class Members who were employed by
9 Defendants and subject to Defendants' Unfair Business Practices.

10 44. This action may properly be maintained as a class action because there is a well-defined
11 community of interest in the litigation, and the proposed Class and Subclasses are easily ascertainable
12 through Defendants' records:

13 a. Numerosity: The members of the Class and Subclasses number in the hundreds and are so
14 numerous that joinder of all members would be unfeasible and impractical. Based on information and
15 belief, Defendant employed approximately 258 non-exempt hourly employees in California during the
16 Class Period who worked approximately 18,000 workweeks.

17 b. Ascertainability: The proposed Class is easily ascertainable. The number and identity of
18 the class members are determinable from Defendants' payroll records, time records, and personnel files
19 for each class member.

20 c. Commonality: There are common questions of law and fact as to the Class and Subclasses
21 that predominate over questions affecting only individual Class Members, including: (i) whether
22 Defendants accurately paid Class Members for all hours worked; (ii) whether Defendants had a valid
23 alternative workweek schedule; (iii) whether Defendants properly included all non-discretionary
24 compensation in the regular rate of pay for overtime and meal/rest premium calculations; (iv) whether
25 Defendants had a policy and practice of providing lawful, timely meal periods; (v) whether Defendants
26 authorized and permitted lawful rest periods; (vi) whether Defendants reimbursed Class Members for all
27 necessary expenditures; (vii) whether Defendants' wage statements were accurate and complete; and
28 (viii) whether Defendants timely paid all wages due upon separation from employment.

1 d. Typicality: Plaintiffs' claims are typical of those claims which could be alleged by any
2 member of the Class and/or Subclasses. All members of the Class have been similarly harmed by
3 Defendants' failure to provide lawful meal periods and rest periods, failure to reimburse expenses, failure
4 to provide accurate wage statements, and failure to accurately pay all wages earned, all due to Defendants'
5 policies and practices that affected each member similarly.

6 e. Adequacy: Plaintiffs are qualified to, and will fairly and adequately protect the interests
7 of each member of the Class and/or Subclasses. Plaintiffs acknowledge their obligation to make known
8 to the Court any relationships, conflicts, or differences with any member of the Class and/or Subclasses,
9 and no such conflicts are currently known. Plaintiffs' attorneys are experienced in handling class action
10 litigation.

11 f. Superiority: The nature of this action makes the use of class action adjudication superior
12 to other methods. A class action will achieve economies of time, effort, judicial resources, and expense.
13 The prosecution of separate actions by individual members of the Class would create a risk of inconsistent
14 adjudications and would result in the impairment of the rights of members of the Class.

15 **CLASS ACTION CLAIMS**

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 (By Plaintiffs and the Class Against All Defendants)

19 45. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs
20 as if fully set forth herein.

21 46. Labor Code section 204 establishes the fundamental right of all employees in the State of
22 California to be paid wages, including minimum wage, straight time and overtime, in a timely fashion
23 for their work.

24 47. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a
25 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
26 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
27 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
28 attorney's fees, and costs of suit.

1 48. Labor Code section 1197 provides: The minimum wage for employees fixed by the
2 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
3 the payment of a lower wage than the minimum so fixed is unlawful.

4 49. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the
5 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage
6 Order(s).

7 50. The applicable wage orders and California Labor Code sections 1197 and 1182.12
8 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state
9 law.

10 51. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not been
11 paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance
12 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the
13 unpaid wages and interest accrued thereon.

14 52. During all relevant periods, the California Labor Code and wage orders required that
15 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours
16 worked.

17 53. The IWC Wage Orders define "hours worked" as "the time during which an employee is
18 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
19 work, whether or not required to do so."

20 54. At all times relevant, Plaintiffs and Class Members consistently worked hours for which
21 they were not paid because Defendants frequently required Plaintiffs and the Class Members to work off
22 the clock.

23 55. Plaintiffs are informed and believe that Defendants were aware that Plaintiffs and Class
24 Members were working off the clock and that they should have been paid for this time.

25 56. Defendants' policy and practice of not paying all minimum wages violates California
26 Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 1454, and the
27 applicable IWC Wage Orders.

28 57. Due to Defendants' violations of the California Labor Code and wage orders, Plaintiffs
and the Class Members are entitled to recover from Defendants their unpaid wages, statutory penalties,

reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well as liquidated damages.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME OWED

(By Plaintiffs and the Class Against All Defendants)

58. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

59. During all relevant periods, Defendants required Plaintiffs and the Class Members to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek without proper overtime compensation.

60. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent wage orders required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to 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 (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

61. During all relevant periods, Defendants had a uniform policy of requiring Plaintiffs and the Class Members to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay. Upon information and belief, Defendants also failed to properly compensate Plaintiffs and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

62. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

63. In addition, Plaintiffs are informed and believe that Defendants were aware that Plaintiffs and the Class Members were working off the clock and that they should have been paid for this time.

1 64. As a result, Defendants failed to pay Plaintiffs and the Class Members earned overtime
2 wages and such employees suffered damages as a result.

3 65. In addition, upon information and belief, Defendants failed to incorporate all forms of
4 compensation, including without limitation bonuses, differentials, gift cards, and incentives, into the
5 regular rate for overtime purposes.

6 66. Defendants knew or should have known Plaintiffs and the Class Members were
7 undercompensated as a result of these practices.

8 67. Due to Defendants' violations of the California Labor Code, Plaintiffs and the Class
9 Members are entitled to recover from Defendants their unpaid overtime wages, reasonable attorneys' fees
10 and costs in this action, and pre-judgment and post-judgment interest, statutory penalties, and liquidated
11 damages.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

14 (By Plaintiffs and the Class Against All Defendants)

15 68. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs
16 as if fully set forth herein.

17 69. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period
18 of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which
19 the employee is relieved of all of his or her duties, except that when a work period of not more than six
20 (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer
21 and employee.

22 70. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee for a
23 work period of more than ten (10) hours without providing a second meal break of not less than thirty
24 (30) minutes in which the employee is relieved of all of his or her duties. A second meal break may only
25 be waived by mutual consent, and if the employee did not waive his or her first meal period, and the
26 employee's work day will not exceed twelve hours.

27 71. For the four (4) years preceding the filing of this lawsuit, Defendants failed to provide
28 Plaintiffs and Class Members timely and uninterrupted first meal periods of not less than thirty (30)
minutes within the first five hours of a shift.

1 72. For the four (4) years preceding the filing of this lawsuit, Defendants also failed to provide
2 Plaintiffs and Class Members timely and uninterrupted second meal periods of not less than thirty (30)
3 minutes on shifts longer than ten hours.

4 73. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling
5 practices, lack of coverage, work demands, and Defendants' policies and practices, Plaintiffs and the
6 Class Members were not provided with legally required meal periods.

7 74. On information and belief, Plaintiffs and Class Members did not waive their rights to meal
8 periods under the law.

9 75. Plaintiffs and the Class Members were not provided with valid lawful on-duty meal
10 periods.

11 76. Plaintiffs and the Class Members were not relieved of all duty, were not allowed to leave
12 the premises during meal periods, and/or were required to carry communications devices and remain on-
13 call during purported meal periods.

14 77. Plaintiffs and the Class Members were not paid one hour of pay at their regular rate for
15 each day that a first or second meal period was not lawfully provided.

16 78. As a proximate result of the aforementioned violations, Plaintiffs and the Class Members
17 have been damaged in an amount according to proof at time of trial.

18 79. Pursuant to Labor Code § 226.7, Plaintiffs and Class Members are entitled to recover one
19 (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled
20 to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

21 80. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
22 represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to
23 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor
24 Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS

(By Plaintiffs and the Class Against All Defendants)

27 81. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs
28 as if fully set forth herein.

1 82. Pursuant to the IWC wage orders applicable to Plaintiffs' and the Class Members'
2 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
3 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized rest
4 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
5 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours
6 worked, for which there shall be no deduction from wages."

7 83. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during
8 any rest period mandated by an applicable order of the IWC.

9 84. Defendants were required to authorize and permit employees such as Plaintiffs and Class
10 Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a
11 rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction
12 from wages.

13 85. Despite said requirements of the IWC wage orders applicable to Plaintiffs' and Class
14 Member's employment with Defendants, Defendants failed and refused to authorize and permit Plaintiffs
15 and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or
16 major fraction thereof.

17 86. Plaintiffs and the Class Members were not relieved of all duty, were not allowed to leave
18 the premises during rest periods, and/or were required to carry communications devices and remain on-
19 call during purported rest periods.

20 87. Defendants did not pay Plaintiffs one additional hour of pay at their regular rate of pay for
21 each day that a rest period violation occurred. On information and belief, the other members of the Class
22 endured similar violations as a result of Defendants' rest period policies and practices and Defendants
23 did not pay said Class Members premium pay as required by law.

24 88. By their failure to authorize and permit Plaintiffs and the Class Members to take a lawful,
25 net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof
26 worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total
27 ten (10) minute rest periods on days on which Plaintiffs and the other Class Members work(ed) work a
28 third rest period for shifts in excess of ten (10) hours, and by their failure to provide compensation for

1 such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor
2 Code sections 226.7 and the applicable IWC Wage Order(s).

3 89. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
4 represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to
5 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor
6 Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING EMPLOYMENT**

9 (By Plaintiffs and the Class Against All Defendants)

10 90. Plaintiffs incorporate by reference and realleges each and every allegation contained
11 above, as though fully set forth herein.

12 91. Labor Code section 204 requires that all wages are due and payable twice in each calendar
13 month.

14 92. The wages required by Wage Order 4-2001, 5-2001, 15-2001 and Labor Code §§ 226.7,
15 510, 1194, 1454 and other sections became due and payable to each employee in each month that he or
16 she was not paid minimum wage, straight or overtime wages to which he or she was entitled.

17 93. Defendants violated Labor Code § 204 by systematically refusing to pay wages due under
18 the Labor Code and applicable wage orders.

19 94. Labor Code section 210 (a) provides that “In addition to, and entirely independent and
20 apart from, any other penalty provided in this article, every person who fails to pay the wages of each
21 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall
22 be subject to a penalty as follow:

23 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
24 employee.

25 (2) For each subsequent violation, or any willful or intentional violation, two hundred
26 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
27 unlawfully withheld.”

28 95. As a result of the unlawful acts of Defendants, Plaintiffs and the Class Members seek to
represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery

1 of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210,
2 218.5, 218.6, 510, 1194.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE NECESSARY EXPENSES**

5 (By Plaintiffs and the Class Against All Defendants)

6 96. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs
7 as if fully set forth herein.

8 97. Labor Code section 2802 requires Defendants to indemnify Plaintiffs and Class Members
9 for necessary expenditures incurred in direct consequence of the discharge of their duties, including
10 cellular phone use required for clocking in and out, receiving scheduling communications, and
11 coordinating patient care, and mileage and vehicle expenses incurred in traveling to, from, and between
12 patients' homes.

13 98. Defendants did not reimburse Plaintiffs or the Class Members for such expenses. As a
14 result, Plaintiffs and the Class Members are entitled to the recovery of unreimbursed sums, plus interest,
15 penalties, attorneys' fees, and costs.

16 **SEVENTH CAUSE OF ACTION**

17 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED WAGE**

18 **STATEMENT PROVISIONS**

19 (By Plaintiffs and the Class Against All Defendants)

20 99. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth
21 above, as though fully set forth herein.

22 100. Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly
23 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part
24 of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by
25 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
26 total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates
27 of the period for which the employee is paid, (7) the name of the employee and only the last four digits
28 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

1 rates in effect during each the pay period and the corresponding number of hours worked at each hourly
2 rate by the employee....”.

3 101. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
4 accurate information with respect to each employee including the following: (3) Time records showing
5 when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily
6 hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates
7 of pay....”

8 102. Labor Code section 1174 of the California also requires Defendants to maintain and
9 preserve, in a centralized location, among other items, records showing the names and addresses of all
10 employees employed and payroll records showing the hours worked daily by, and the wages paid to, its
11 employees. On information and belief and based thereon, Defendants have knowingly and intentionally
12 failed to comply with Labor Code section 1174, including by implementing the policies and procedures
13 and committing the violations alleged in the preceding causes of action and herein. Defendants’ failure
14 to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

15 103. Defendants have failed to record many of the items delineated in applicable Industrial
16 Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by
17 virtue of the fact that each wage statement which failed to accurately compensate Plaintiffs and Class
18 Members for all hours worked and for missed and non-provided meal and rest periods, or which failed
19 to include compensation for all minimum wages, overtime, or double time earned, was an inaccurate
20 wage statement.

21 104. On information and belief, Defendants failed to implement and preserve a lawful record-
22 keeping method to record all non-provided meal and rest periods owed to employees or all hours worked,
23 as required for Class Members under California Labor Code section 226 and applicable California Wage
24 Orders. In order to determine if they had been paid the correct amount and rate for all hours worked,
25 Plaintiffs and Class Members have been, would have been, and are compelled to try to discover the
26 required information missing from their wage statements and to perform complex calculations in light of
27 the inaccuracies and incompleteness of the wage statements Defendants provided to them.

28 105. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage
Orders, Defendants did not and still do not furnish each of the members of the Wage Statement Class

1 with an accurate itemized statement in writing accurately reflecting all of the required information. Here,
2 Plaintiffs assert the Defendant omitted required information, failed to accurately include all applicable
3 hourly rates on the wage statements and the corresponding number of hours worked at such rates or hours
4 paid at such rates. In addition, Defendants have failed to provide accurate itemized wage statements as
5 a consequence of the above-specified violations for failure to accurately pay all wages owed, accurately
6 record all hours worked, and failure to pay meal and rest period premiums as required by law.

7 106. Moreover, upon information and belief, as a pattern and practice, in violation of Labor
8 Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain accurate records
9 pertaining to the total hours worked for Defendants by the Class Members, including but not limited to,
10 beginning and ending of each work period, meal period and split shift interval, the total daily hours
11 worked, and the total hours worked per pay period and applicable rates of pay.

12 107. Plaintiffs and the Class Members have suffered injury as a result of Defendants' failure to
13 maintain accurate records for the Class Members in that they were not timely provided written accurate
14 itemized statements showing all requisite information, such that the members of the Class Members were
15 misled by Defendants as to the correct information regarding various items, including but not limited to
16 total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the
17 pay period and the corresponding number of hours worked at each hourly rate.

18 108. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
19 above, Plaintiffs and the Class Members are each entitled to recover up to a maximum of \$4,000.00,
20 along with an award of costs and reasonable attorneys' fees.

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**

23 (By Plaintiffs and the Class Against All Defendants)

24 109. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs
25 as if fully set forth herein.

26 110. Labor Code sections 201 and 202 require Defendants to pay all wages due to employees
27 whose employment is terminated or who voluntarily resign within specified time frames. Labor Code
28 section 203 provides that if an employer willfully fails to timely pay such wages, the employer must

1 continue to pay the subject employee's wages until the back wages are paid in full or an action is
2 commenced, up to a maximum of 30 days.

3 111. Defendants failed to timely pay Plaintiffs and Class Members all earned compensation at
4 the time of their termination or resignation, including all unpaid wages, overtime, and premium pay.
5 Plaintiffs and Class Members are therefore entitled to waiting time penalties under Labor Code section
6 203, together with interest, attorneys' fees, and costs.

7 **NINTH CAUSE OF ACTION**

8 **FAILURE TO PAY SICK LEAVE AT THE PROPER RATE**

9 (By Plaintiffs and the Class Against All Defendants)

10 112. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs
11 as if fully set forth herein.

12 113. Labor Code 246(i) provides: An employee who, on or after July 1, 2015, works in
13 California for the same employer for 30 or more days within a year from the commencement of
14 employment is entitled to paid sick days as specified.

15 114. Labor Code section 246(l) provides: "For the purposes of this section, an employer shall
16 calculate paid sick leave using any of the following calculations: (1) Paid sick leave for nonexempt
17 employees shall be calculated in the same manner as the regular rate of pay for the workweek in which
18 the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
19 (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages,
20 not including overtime premium pay, by the employee's total hours worked in the full pay periods of the
21 prior 90 days of employment."

22 115. In this case, Plaintiffs allege that Defendants failed to pay sick leave at the proper rate
23 because it failed to take all forms of compensation, including incentives, and other wages into account in
24 calculating the regular rate. This constitutes a violation of Labor Code.

25 116. As a result of the unlawful acts of Defendants, Plaintiffs and the Class Members are
26 entitled to the recovery of underpaid sick wages, plus interest and penalties thereon, attorneys' fees, and
27 costs, pursuant to Labor Code §§ 201-203, and 246.

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1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF THE UNFAIR COMPETITION LAW**

3 (By Plaintiffs and the Class Against All Defendants)

4 117. Plaintiffs incorporate by reference and realleges each and every allegation contained
5 above, as though fully set forth herein.

6 118. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair,
7 unlawful, and harmful to Plaintiffs and the Class Members, Defendants' competitors, and the general
8 public. Plaintiffs also seek to enforce important rights affecting the public interest within the meaning
9 of the California Code of Civil Procedure § 1021.5.

10 119. Defendants' policies, activities, and actions as alleged herein are violations of California
11 law and constitute unlawful business acts and practices in violation of California Business and
12 Professions Code §§ 17200, *et seq.*

13 120. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
14 predicated on the violation of any state or federal law.

15 121. The state law violations, including violations of the relevant IWC Wage Order, detailed
16 herein above are the predicate violations for this cause of action. By way of example only, in the instant
17 case Defendants' policy of failing to fully and accurately compensate Plaintiffs and the Class Members
18 for all hours worked, including minimum wages and overtime, failing to pay premiums, and failing to
19 reimburse for necessary expenses.

20 122. Plaintiffs and the Class Members have been personally aggrieved by Defendants'
21 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

22 123. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiffs and the
23 Class Members are entitled to restitution of the wages withheld and retained by Defendants during a
24 period that commences four (4) years prior to the filing of the original Complaint; an award of attorneys'
25 fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of costs.

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FAILURE TO PAY SICK PAY WAGES

124. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

126. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an employee, wages earned and unpaid at the time of discharge are due and payable

1 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all unpaid wages no
2 later than 72 hours after an employee quits his or her employment, unless the employee has given 72-hour
3 notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
4 of quitting. The Labor Code penalizes untimely payments. For example, Cal. Lab. Code § 203 provides
5 that if an employer willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then
6 the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid,
7 but the wages shall not continue for more than thirty (30) days. Under Cal. Lab. Code §§ 203 and 218,
8 employees may sue to recover applicable penalties.

9 127. As alleged herein and as a matter of policy and practice, Defendants routinely underpay
10 sick pay wages and thus did not timely pay Plaintiffs and Class Members all owing and underpaid sick
11 pay wages. As a result, Defendants violated Cal. Lab. Code §§ 201-203, 233, and 246, among other Labor
12 Code provisions.

13 128. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been
14 deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts,
15 penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210-203, 233, and
16 246.

17 **ELEVENTH CAUSE OF ACTION**

18 **PENALTIES UNDER PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE SECTION**

19 **2698 ET SEQ.**

20 (By Plaintiffs and Aggrieved Employees Against All Defendants)

21 129. Plaintiffs incorporate each and every allegation set forth in all of the foregoing paragraphs
22 as if fully set forth herein.

23 130. Plaintiff Mallari timely provided written notice to the California Labor and Workforce
24 Development Agency ("LWDA") and Defendants regarding Defendants' violations of the California
25 Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Orders. More than sixty-five
26 (65) days have elapsed since Plaintiff Mallari submitted the notice, and the LWDA has not provided
27 notice of its intent to investigate. Plaintiff Mallari has therefore satisfied the administrative prerequisites
28 to maintain this representative action pursuant to the California Private Attorneys General Act ("PAGA"),
Labor Code section 2698 et seq.

1 131. Plaintiff Hunt separately and timely provided written notice to the LWDA and Defendant
2 Sanderling Renal Services-USA, LLC concerning substantially similar Labor Code violations. More than
3 sixty-five (65) days have elapsed since Plaintiff Hunt submitted the notice, and the LWDA has not
4 provided notice of its intent to investigate. Plaintiff Hunt has therefore satisfied the administrative
5 prerequisites to maintain this representative PAGA action.

6 132. Plaintiffs are “aggrieved employees” within the meaning of Labor Code section 2699(c)
7 because they were employed by Defendants during the applicable statutory period and suffered one or
8 more of the Labor Code violations alleged herein. Plaintiffs seek recovery of civil penalties on behalf of
9 themselves and all other current and former aggrieved employees, together with attorneys’ fees and costs
10 pursuant to Labor Code section 2699(g).

11 133. Plaintiffs timely submitted written notice to the LWDA online and served Defendants by
12 certified mail regarding Defendants’ violations of numerous provisions of the California Labor Code and
13 applicable IWC Wage Orders alleged in this Complaint. Plaintiffs paid all required filing fees.

14 134. More than sixty-five (65) days have elapsed since Plaintiffs submitted their notices to the
15 LWDA, and no response has been received. Accordingly, Plaintiffs are authorized to proceed in a
16 representative capacity under PAGA.

17 135. Plaintiffs have exhausted all administrative remedies and procedures required under Labor
18 Code sections 2698, 2699, and 2699.3 and are entitled to pursue this representative civil penalties action.

19 136. Pursuant to Labor Code sections 2698 et seq. and 2699(a), Plaintiffs seek recovery of civil
20 penalties arising from Defendants’ violations of the California Labor Code and applicable Wage Orders
21 as alleged herein.

22 137. Plaintiffs seek to recover PAGA civil penalties through a representative action authorized
23 by Labor Code section 2699 and recognized by the California Supreme Court in *Arias v. Superior Court*.
24 Class certification is not required to maintain Plaintiffs’ PAGA claims.

25 138. Specifically, Plaintiffs seek civil penalties on behalf of themselves and all Aggrieved
26 Employees for Defendants’ violations of, including but not limited to, the following provisions of the
27 California Labor Code and applicable Wage Orders:

28 a. Defendants’ failure to comply with the requirement of Labor Code §1182.12, 1194, 1197,
1198, and Wage Orders to pay at least minimum wage for every hour worked;

1 b. Defendants' failure to comply with the requirement of Labor Code §510, 1194, 1197,
2 1198, and Wage Orders to accurately pay all wages earned including overtime wages;

3 c. Defendants' failure to comply with the requirement of Labor Code §216 to pay wages
4 after demand was made;

5 d. Defendants' failure to comply with the requirement of Labor Code §§204, and 210 to pay,
6 without condition and within the time set by the applicable article, all wages, or parts thereof;

7 e. Defendants' failure to comply with the requirement of Labor Code §225.5 to pay wages
8 due;

9 f. Defendants' failure to comply with the requirement of Labor Code §§201 and 202 to pay
10 wages due to former employees;

11 g. Defendants' failure to comply with the requirement of Labor Code §203 to pay waiting
12 time penalties to former employees;

13 h. Defendants' failure to comply with the requirement of Labor Code §226.7, 512, 1198, and
14 IWC Wage Orders to provide timely, uninterrupted 30 minute off-duty meal periods;

15 i. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198, and IWC
16 Wage Orders to pay one hour of premium pay at the regular rate for each lawful meal break that was not
17 provided;

18 j. Defendants' failure to comply with the requirement of Labor Code §226.7, 512, 1198, and
19 IWC Wage Orders to provide timely, uninterrupted net 10 minute rest periods;

20 k. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198, and IWC
21 Wage Orders to pay one hour of premium pay at the regular rate for each lawful rest break that was not
22 provided;

23 l. Defendants' failure to maintain accurate required records in violation of Labor Code §226,
24 1174, and Wage Orders;

25 m. Defendants' failure to comply with the notice requirements of Labor Code section 2810.5;

26 n. Defendants' failure to pay sick leave at the proper rate of pay under Labor Code section
27 246;

28 o. Defendants' failure to provide accurate compliant wage statements under Labor Code
section 226;

1 p. Defendants' failure to provide one day of rest in seven in violation of Labor Code sections
2 551-552, and 1198;.

3 139. Plaintiffs further seek civil penalties for violations of Labor Code provisions that
4 independently provide for civil penalties, including but not limited to:

5 a. Labor Code section 210, for violations of section 204, in the amount of one hundred
6 dollars (\$100) for each initial violation per employee and two hundred dollars (\$200) for each subsequent
7 violation per employee, plus twenty-five percent (25%) of wages unlawfully withheld;

8 b. Labor Code section 226.3, for violations of section 226(a), in the amount of two hundred
9 fifty dollars (\$250) per aggrieved employee for the initial violation and one thousand dollars (\$1,000) per
10 aggrieved employee for subsequent violations;

11 c. Labor Code section 558(a), for violations of sections 510 and 512 and other applicable
12 provisions regulating hours and days of work, in the amount of fifty dollars (\$50) for each initial violation
13 per underpaid employee per pay period and one hundred dollars (\$100) for each subsequent violation per
14 underpaid employee per pay period;

15 d. Labor Code section 1174.5, for violations of section 1174(d), in the amount of five
16 hundred dollars (\$500); and

17 e. Labor Code section 1197.1, for minimum wage violations, in the amount of one hundred
18 dollars (\$100) for each initial intentional violation per underpaid employee per pay period and two
19 hundred fifty dollars (\$250) for each subsequent violation per underpaid employee per pay period.

20 140. As a direct and proximate result of the acts and omissions alleged herein, Plaintiffs seek
21 all civil penalties recoverable under Labor Code sections 2698 et seq. and 2699 for Defendants' violations
22 of the California Labor Code and applicable IWC Wage Orders.

23 141. Pursuant to Labor Code section 2699(f), Plaintiffs and the Aggrieved Employees are
24 entitled to recover one hundred dollars (\$100) for each initial violation and two hundred dollars (\$200)
25 for each subsequent violation of the Labor Code provisions alleged herein.

26 142. Pursuant to Labor Code section 2699(i), Plaintiffs and the Aggrieved Employees are
27 entitled to recover twenty-five percent (25%) of all civil penalties recovered, together with reasonable
28 attorneys' fees and costs.

143. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of all civil penalties recovered shall be distributed to the State of California.

144. Plaintiffs, on behalf of themselves and all Aggrieved Employees, seek civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, and 2802; applicable IWC Wage Orders; and California Code of Regulations, title 8, section 11000 et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs Arthur Mallari and Shawna Hunt be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Failure to Pay Minimum Wages)

1. For the unpaid balance of the full amount of any minimum wages and regular wages owed, as well as interest thereon;
2. Penalties according to statute;
3. Liquidated damages;
4. Reasonable attorneys' fees and costs of suit; and
5. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Failure to Pay Overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon;
2. Penalties according to statute;
3. Liquidated damages;
4. Reasonable attorneys' fees and costs of suit; and
5. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to Timely Pay Wages During Employment)

1. For unpaid wages;
2. For penalties pursuant to Labor Code section 210 and 25% of the amount of wages unlawfully withheld;
3. For interest;
4. For reasonable attorneys' fees and costs; and
5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Failure to Reimburse Necessary Expenses)

1. For unreimbursed sums;
2. For reasonable attorneys' fees and costs pursuant to statute;
3. For interest; and
4. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

(Failure to Provide Accurate Itemized Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;

2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

On the Eighth Cause of Action

(Failure to Timely Pay All Wages Owed at Separation)

1. For the unpaid balance of the full amount of any wages owed;
2. Waiting time penalties pursuant to Labor Code sections 201-203;
3. Reasonable attorneys' fees and costs of suit;
4. For interest; and
5. For such other and further relief as the Court deems proper.

On the Ninth Cause of Action

(Violation of the Unfair Competition Law)

1. That Defendants pay restitution and/or disgorgement of sums to Plaintiffs and the Class Members for the past failure to pay minimum, overtime and regular wages, failure to pay premiums, and failure to reimburse necessary expenses over the last four (4) years;
2. For reasonable attorneys' fees pursuant to California Code of Civil Procedure section 1021.5;
3. For pre-judgment interest on any unpaid wages due;
4. For costs of suit; and
5. For such other and further relief as the Court deems proper.

On the Tenth Cause of Action

(Failure to Pay Sick Pay Wages)

1. For the unpaid balance of the full amount of any sick pay wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest; and
6. For such other and further relief as the Court deems proper.

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(PAGA Penalties)

1. For penalties according to proof, pursuant to Labor Code sections 2698 et seq. for the violations specified above;
2. For penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699(a) and (f);
3. For interest at the legal rate;
4. For reasonable attorneys' fees, expenses, and costs; and
5. For such other and further relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves, the Class, and the Subclasses, respectfully demand a jury trial in this matter to the fullest extent available under the law.

Respectfully submitted,

Dated: July 8, 2026

/s/ Nicholas W. Schieffelin

EMPLAW, LLP

Christina M. Lucio, Esq.

Mitchell J. Murray, Esq.

Nicholas W. Schieffelin, Esq.

Attorneys for ARTHUR MALLARI, on behalf of himself and all
others similarly situated

Dated: July 8, 2026

/s/ Mehrdad Bokhour

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour

Dated: July 8, 2026

/s/ Joshua S. Falakassa

FALAKASSA LAW, P.C.

Joshua S. Falakassa

Attorneys for SHAWNA HUNT, on behalf of herself and all others similarly situated