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of herself and others similarly situated

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

VANESSA A. BARNUM, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

ANAHEIM COMMUNITY HOSPITAL,
LLC, a California limited liability company;
SIGNATURE HEALTHCARE SERVICES,
LLC, a Michigan limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff VANESSA A. BARNUM (hereinafter “Plaintiff”), on behalf of herself and other
2 similarly situated non-exempt, hourly employees employed by Defendants within the state of
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),
4 complains of Defendants, and each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former
7 Employees within the State of California who, at any time from four years prior to the filing of
8 this lawsuit, are or were employed as non-exempt, hourly employees, including those employed as
9 Registered Nurses, BSN Registered Nurses, Licensed Vocational Nurses, Mental Health Workers,
10 and in similar and related positions, by Defendants ANAHEIM COMMUNITY HOSPITAL, LLC,
11 a California limited liability company; SIGNATURE HEALTHCARE SERVICES, LLC, a
12 Michigan limited liability company; and DOES 1 through 50, inclusive (all defendants being
13 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of
14 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
15 Welfare Commission (“IWC”), and the California Business & Professions Code, and seeks redress
16 for these violations.

17 2. Plaintiff and the Class Members worked as hourly, non-exempt Employees for
18 Defendants in positions generally pertaining to providing healthcare, medical-surgical, medical-
19 psychiatric care, and psychiatric behavioral care services to Defendants’ patients. Plaintiff, and
20 upon information and belief the other similarly situated Employees in the Class, were required to
21 perform work tasks based out of Defendants’ hospitals and facilities in California. Plaintiff was
22 employed by Defendants as an In-Patient Staff Registered Nurse, and Defendants tasked her with
23 duties that included admitting patients, taking care of patients, and administering medications.

24 3. Defendants employed other similarly situated Employees in similar and related
25 positions based out of Defendants’ hospitals and facilities in California, including in the cities of
26 Aliso Viejo and Anaheim. Plaintiff and the other similarly situated Class Members worked at
27 Defendants’ behest without being paid all wages due and without being provided all required
28 breaks. More specifically, Plaintiff and the other similarly situated Class Members were employed

1 by Defendants and shared similar job duties and responsibilities, were subjected to the same
2 policies and practices, and endured similar violations at Defendants' hands.

3 4. Defendants required Plaintiff and the Employees in the Class to work off the clock
4 and failed to accurately record the hours they were on the clock, failed to pay them at the
5 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
6 resignation, and failed to provide Plaintiff and Class Members with accurate itemized wage
7 statements that prevented them from learning of these unlawful pay practices. Defendants also
8 failed to provide Plaintiff and the Class with lawful meal and rest periods, as Employees were
9 required to remain under Defendants' control and were not provided with the opportunity to take
10 full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and
11 the applicable paragraphs of the IWC Wage Orders.

12 5. Defendant ANAHEIM COMMUNITY HOSPITAL, LLC is a California limited
13 liability company that lists its principal address in Sacramento, California with the California
14 Secretary of State. It lists a registered corporate agent with an address in Sacramento, California,
15 and Sacramento County on the California Secretary of State website. Anaheim Community
16 Hospital LLC ("Anaheim Community Hospital ") lists its type of business as "Hospital
17 Management." Upon information and belief, Anaheim Community Hospital often does business as
18 "OC Specialty Health & Hospitals" and operates two facilities in California, including Aliso
19 Ridge Behavioral Health in Aliso Viejo and Anaheim Community Hospital in Anaheim, where
20 Plaintiff worked. Anaheim Community Hospital's website explains that they "Provid[e] expert
21 care through medical-surgical, medical-psychiatric, and psychiatric-behavioral health services to
22 Anaheim and surrounding communities." Moreover, the wage statements issued to Plaintiff by
23 Defendants list "Anaheim Community Hospital" as the employer, which is slightly different from
24 its registered name with the California Secretary of State. Defendants' failure to accurately list the
25 employer and its address on the wage statements issued to Plaintiff and the Class Members is
26 evidence of Defendant's systematic violation of Labor Code § 226(a)(8).

27 6. The Code of Conduct document issued to Plaintiff lists "Signature Healthcare
28 Services LLC" as her employer. Defendant SIGNATURE HEALTHCARE SERVICES, LLC, is a

1 Michigan limited liability company with principal offices in Sacramento, California. It describes
2 its type of business as “Healthcare.” Upon information and belief, Anaheim Community Hospital
3 operates and does business as Signature Healthcare Services, LLC (“Signature Healthcare
4 Services”). Furthermore, and upon information and belief, Anaheim Community Hospital is either
5 a joint employer with Signature Healthcare Services, or Anaheim Community Hospital is a d/b/a
6 or subsidiary of Signature Healthcare Services. The website for Signature Healthcare Services
7 explains “OC Specialty Health & Hospitals is part of Signature Healthcare Services, LLC (SHS).
8 SHS is based in Corona, CA, and operates 19 behavioral and medical/surgical behavioral health
9 hospitals across 5 states.” As addressed above, Plaintiff was employed by Defendants at one of
10 their OC Specialty Health & Hospitals locations, specifically at the Anaheim Community
11 Hospital. Upon information and belief, Defendants employed other Class Members at other
12 California locations, including Anaheim Community Hospital and at another OC Specialty Health
13 & Hospital facility in Aliso Viejo, CA.

14 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
16 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
17 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
18 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
19 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Orange County.
20 Defendants also employ Class Members at hospitals and facilities in Orange County, California.

21 8. The true names and capacities, whether individual, corporate, associate, or
22 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
23 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
24 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
25 designated herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some
26 manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this
27 Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1
28 through 50 when their identities become known.

9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours, or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class Members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a common law employment relationship with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class Members.

FACTUAL BACKGROUND

10. The Employees who comprise the Class, including Plaintiff, are non-exempt employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, the Employee Class Members were employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Class Members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular, and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class Members all wages due and owing, including compensation for off-the-clock work, uncompliant meal and rest breaks, and Defendants’ failure to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

11. During the course of Plaintiff and the Class Members' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief,

1 Defendants employ other non-exempt, hourly employees as Registered Nurses, Registered
2 Nurses, BSN Registered Nurses, Licensed Vocational Nurses, Mental Health Workers, and in
3 similar and related positions based out of their locations and offices in California.

4 12. Plaintiff was generally scheduled to work alternating weeks. Depending on the
5 week, Plaintiff was either scheduled to work for three days or four days, with shift times generally
6 spanning twelve hours from 6:00 p.m. through 6:00 a.m. or 6:00 a.m. to 6:30 p.m. Plaintiff was
7 generally scheduled to work for twelve hours, but on several occasions, Plaintiff was also required
8 to work longer shifts with an additional hour or two of time if it was approved by Defendants to be
9 paid at overtime premium rates. However, Plaintiff was required by Defendants to endure
10 substantial off-the-clock work before and after her scheduled shift hours and was not paid for all
11 her hours worked at the correct overtime rates, especially during shifts under a three-day
12 alternative workweek schedule.

13 13. Defendants' policy and practice of requiring systematic off-the-clock work flowed
14 in part from their unlawful timekeeping procedures. Until December 17, 2023, Defendant utilized
15 Kronos timekeeping system software to record Plaintiff's and Class Members' timekeeping
16 entries. Defendants then subsequently transitioned to UKG Pro, where Defendants required
17 timekeeping entries to be inputted into a time clock by having Plaintiff and Class Members scan
18 their fingerprints or swipe their ID badge and then punch in or out on the screen. Plaintiff recalls
19 generally having to wait approximately 1-3 minutes in line in order for a time clock to become
20 available, and Defendant's timekeeping policies and procedures failed to account for this time.

21 14. Additionally, Defendants instructed Plaintiff and the Class Members to input into
22 the timekeeping system that they took a 30-minute meal period and did so before the fifth hour of
23 work as required under the Labor Code and Wage Orders. However, Plaintiff was often instructed
24 to clock out for her 30-minute meal before the fifth hour of any given shift but asked to remain at
25 the nursing station and continue working. Defendants instructed Plaintiff and the Class Members
26 to thus record compliant meal breaks without regard to whether they were actually taken on time
27 or for the full duration or were interrupted by work and management demands and other work
28 requirements. Additionally, by deducting 30 minutes for a meal period for an alleged thirty-

1 minute-long meal period that was generally not lawfully provided if at all, Defendants effectively
2 and unlawfully deducted at least 30 minutes of hours worked from each Employee's daily work
3 shifts

4 15. Defendants' managers also contacted Plaintiff by calling her personal cell phone
5 regarding work-related matters and scheduling before and after work hours. Plaintiff's meal
6 periods and rest breaks were also interrupted by calls, texts, and notifications sent from her
7 colleagues and managers to her work phone.

8 16. Defendants may attempt to assert they were authorized to require Plaintiff and the
9 Class Members to work three days per week for twelve-hour days under an alleged alternative
10 workweek schedule. Plaintiff recalls only being paid overtime if she worked past 12 hours on any
11 given shift or over 40 hours for all three shifts. Nevertheless, Defendant Anaheim Community
12 Hospital is not listed on the Alternative Workweek Elections Database with the Division of Labor
13 Standards Enforcement. To whatever extent there were lawful alternative workweeks worked by
14 Employees in the Class under such schedules, overtime rates still must be paid for all hours
15 worked over ten on a shift, and Defendants failed to do so or to pay double time rates for hours
16 over twelve in a shift where appropriate. However, upon information and belief, Defendants have
17 neither conducted the required elections nor reported them to the Department of Industrial
18 Relations as required under Labor Code § 511 and the applicable IWC Wage Orders given there
19 are no listed elections in the Alternative Workweek Elections Database. Therefore, on every shift
20 Plaintiff and the Class Members worked, both their regular hours worked and off-the-clock hours
21 worked combined to well over eight hours in a day and/or 40 hours in a workweek. Given that
22 Defendants failed to conduct required alternative workweek elections but yet still failed to pay
23 overtime rates for all hours worked over eight in a given shift or double time for hours over twelve
24 under unlawful alleged alternative workweek schedules, Plaintiff and the Class Members have
25 been required to endure systematic and ongoing failure to pay regular and overtime wages
26 violations at Defendants' hands.

27 17. Staff shortages, high-acuity patients, and lack of relief nurses compelled Plaintiff
28 to work many hours off the clock and without compensation. Additionally, Defendants paid

1 Plaintiff and the Class Members performance-based bonuses when they attained certain goals. To
2 whatever extent Defendants paid this and any other form of remuneration to Employees in the
3 Class, such as shift differentials and the like, Defendants failed to include it in the regular rate
4 used to calculate and pay the overtime that Defendants did pay.

5 18. Plaintiff was therefore not paid for all her hours worked at the required minimum,
6 overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy
7 and practice of requiring her to work off the clock and without pay. Defendants systematically
8 underpaid Plaintiff and the Class Members by failing to pay them at the required overtime rates
9 for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a
10 day at the required double time rate. Upon information and belief, the Class Members were bound
11 by similar scheduling and timekeeping policies and endured similar violations at Defendants'
12 hands as Plaintiff.

13 19. Defendants have either failed to maintain timekeeping records for Plaintiff that
14 would permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants
15 required and the actual hours Plaintiff worked or the breaks she received or have otherwise
16 declined to produce them to Plaintiff in response to a timely and lawful records request. By
17 failing to pay for all hours worked, and by under-recording regular hours to the detriment of the
18 Class Members, Defendants have committed knowing and intentional ongoing violations of the
19 record-keeping requirements under the Labor Code, including section 1174, by either failing to
20 maintain records or retaining inaccurate ones.

21 20. The failure to pay for all hours worked and underpayment of wages to Plaintiff
22 and the Class Members is and has been a direct consequence of Defendants' unlawful
23 compensation policies and practices, which upon information and belief applied uniformly to the
24 Class Members working based out of Defendants' hospitals and facilities throughout California.
25 As a result of the above-described unlawful requirements to work off the clock, the failure to
26 accurately record all hours worked and pay wages at the correct rates, and the other wage
27 violations they endured at Defendants' hands, Plaintiff and the Class Members were not properly
28 paid all wages earned and all wages owed to them by Defendants, including when working more

1 than eight hours in any given day and/or more than forty hours in any given week.

2 21. Therefore, from at least four years prior to the filing of this lawsuit and continuing
3 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
4 hours worked and failing to pay minimum wages for all time worked, as required by California
5 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
6 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
7 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
8 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
9 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

10 22. Defendants also failed to provide Plaintiff and the Class Members with their
11 required meal periods and the at least two ten-minute rest breaks as required at a minimum for
12 Plaintiff's scheduled shift durations. The above-described off-the-clock work contributed to
13 Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class
14 Members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).
15 Defendants similarly failed to authorize and permit Plaintiff and the employee Class Members to
16 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
17 IWC Wage Order(s).

18 23. More specifically, Plaintiff worked shifts that entitled her to at least one meal
19 period, but as addressed above, Defendants' managers required Plaintiff and the Class Members to
20 input 30 minutes for lunches and would deduct that time from hours worked for the shift. To
21 whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as
22 there always seemed to be a patient issue to resolve, a phone call to take, or a message to respond
23 to. This led to systematically late meal periods if they were provided at all, and on-duty meal
24 periods that were incessantly interrupted by patient and management demands and required job
25 duties and tasks to be performed and required Employees to remain under Defendants' control
26 during breaks. Plaintiff recalls that she was required to take her meal periods late and after the fifth
27 hour of working on most of her shifts. Management expectations, staff shortages, high-acuity
28 patients, and lack of relief nurses also contributed to Employees working through meal periods or

1 not taking them or taking them late so work could be accomplished. In fact, Plaintiff recalls that
2 most of her meal periods actually spanned anywhere from 10-15 minutes, despite what may have
3 been ultimately reflected in her final timekeeping records indicating they were for 30 minutes.

4 24. Additionally, Defendants instructed Plaintiff and the Class Members to input into
5 the timekeeping system that they took a full thirty minutes for a meal period and did so before the
6 fifth hour of work as required under the Labor Code and Wage Orders. Plaintiff was often
7 instructed to clock out for her 30-minute meal but asked to remain at the nursing station to
8 continue working. Defendants instructed Plaintiff and the Class Members to thus record compliant
9 meal breaks without regard to whether they were actually taken on time or for the full duration or
10 were interrupted by patients and management demands and other work requirements. Plaintiff
11 estimates that her meal periods were generally interrupted by work demands or she was otherwise
12 required to remain under Defendants' control during them, and Plaintiff does not recall ever being
13 provided with a second meal period despite generally being scheduled to work shifts of twelve
14 hours or more.

15 25. Therefore, meal period violations systematically occurred ongoing throughout all
16 of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
17 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
18 To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all
19 forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour
20 premium payment. Upon information and belief, the other Class Members were subjected to
21 similar unlawful policies and practices and endured similar violations as Plaintiff.

22 26. Defendants thus failed to provide all the legally required unpaid, off-duty meal
23 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
24 Members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
25 Members were required to perform work as ordered by Defendants for more than five hours
26 during a shift without receiving compliant meal periods. Additionally, as addressed above,
27 Defendants followed a practice of requiring off-the-clock work in a manner that would impact
28 when Employees were to receive meal periods and rest breaks and required them to respond to

1 work calls and inquiries and other demands during breaks, thus leading to further violations.

2 27. Upon information and belief, Defendants' systems did not automatically generate a
3 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
4 into a work shift or in the event the time punch records reflected a meal period of less than thirty
5 minutes. However, upon information and belief, in the event Defendants did pay any meal period
6 premiums, they did so at the employee's customary regular rate of hourly compensation without
7 including all forms of remuneration in that hourly rate calculation, for example by omitting
8 performance-based bonuses and the like from the rate at which meal premiums were paid.

9 28. Defendants thus followed a uniformly applied policy of not providing all required
10 meal periods to their Employees. Meal periods were often not properly provided, as work
11 demands impermissibly shortened their breaks. Even when Plaintiff and the Class Members were
12 able to take a meal period, it was generally interrupted by work duties or was taken after the fifth
13 hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off-
14 the-clock work in a manner that would impact when Employees were to receive meal periods and
15 rest breaks, thus leading to further violations.

16 29. As a result, Defendants' failure to provide Plaintiff and the Class Members with all
17 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
18 periods is and will be evidenced by Defendants' business records, or lack thereof. As further
19 detailed above, Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at
20 each Employee's effective regular hourly rate of compensation for each meal period or rest break
21 that Defendants failed to provide or deficiently provided.

22 30. Therefore, for at least four years prior to the filing of this action and through to the
23 present, Plaintiff and the Class Members were unable to take off-duty breaks or were otherwise
24 not provided with the opportunity to take required breaks as required under the Labor Code and
25 Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the
26 Class Members were provided with a meal period, it was often untimely or interrupted, or was
27 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
28 Meal period violations thus occurred in one or more of the following manners:

- 1 (a) Class Members were not provided full thirty-minute duty free meal periods
2 for work days in excess of five hours and were not compensated one hour's
3 wages in lieu thereof, or were not compensated at the correct regular rate
4 of compensation, all in violation of, among others, Labor Code §§ 226.7,
5 512, and the applicable Industrial Welfare Commission Wage Order(s);
6 (b) Class Members were not provided second full thirty-minute duty free meal
7 periods for work days in excess of ten hours;
8 (c) Class Members were required to work through at least part of their daily
9 meal period(s);
10 (d) Meal periods were provided after five hours of continuous work during a
11 shift; and
12 (e) Class Members were restricted in their ability to take a full thirty-minute
13 meal period or were otherwise required to remain under Defendants'
14 control during meal periods.

15 31. Similar violations resulted from Defendants' failure to authorize and permit
16 Plaintiff and the Class Members to take duty-free, net ten-minute rest breaks for every four hours
17 of shift work, or a major fraction thereof. Plaintiff and the other similarly situated Class Members
18 were neither authorized nor permitted the opportunity to take a rest break. Moreover, Plaintiff and
19 Class Members were prohibited from leaving the premises and were required to remain under
20 Defendants' control and respond to calls and instructions from management and job and patient
21 demands if and when they even attempted to take one. Upon information and belief, Defendants
22 thus also failed to authorize and permit employees to leave the premises during rest breaks,
23 evidencing Defendants' policy and practice of requiring Plaintiff and the Class Members to
24 remain under their control during required off-duty rest break times. In fact, Plaintiff recalls that
25 several employees were fired for leaving the premises during rest breaks and management time
26 and again emphasized that leaving the premises during rest breaks was prohibited.

27 32. Rest breaks were neither scheduled nor contemplated by Defendants. During
28 Plaintiff's employment duration with Defendants, Plaintiff was generally entitled to receive at

1 least two paid, timely, uninterrupted, and duty-free ten-minute rest breaks during each of her
2 work shifts. However, Plaintiff recalls that rest breaks were oftentimes either cut short or not
3 provided at all.

4 33. Defendants' uniformly applied policies and practices thus resulted in untimely and
5 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
6 Members worked shifts of at least eight hours, which required at least two rest breaks, and often
7 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions
8 when Defendants authorized and permitted Plaintiff to take a first rest break, she was not
9 permitted to take a second or a third break, and those that were provided were often late and
10 generally interrupted by job duties and requirements.

11 34. During rest periods, employers must relieve employees of all duties and relinquish
12 control over how employees spend their time. Plaintiff and the Class Members were and are
13 under Defendants' control when they are working through rest breaks and being prevented from
14 using their time for themselves. Defendants have also provided either impermissibly shortened or
15 untimely meal and rest breaks to Plaintiff and the Class Members. Plaintiff and the Employees in
16 the Class were thus not authorized and permitted to take lawful rest periods, were systematically
17 required by Defendants to work through or during breaks, and were not provided with one hour's
18 wages in lieu thereof. They were required to remain on-duty during breaks or portions of their
19 breaks, thus making them either untimely or shortened and on-duty, and they were also prevented
20 from leaving the premises and were otherwise required to remain under Defendants' control
21 during rest breaks under Defendants' uniformly applied policies and practices. Rest period
22 violations therefore arose in one or more of the following manners:

- 23 (a) Class Members were required to work without being provided a minimum
24 ten minute rest period for every four hours or a major fraction thereof
25 worked and were not compensated one hour of pay at their regular rate of
26 compensation for each workday that a rest period was not provided;
- 27 (b) Class Members were not authorized and permitted to take timely rest periods
28 for every four hours worked, or a major fraction thereof; and

1 (c) Class Members were required to remain on duty during and under
2 Defendants' control rest periods or otherwise had their rest periods
3 interrupted by work demands.

4 35. From at least four years prior to the filing of this lawsuit and continuing to the
5 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
6 deducting the Employees' earned wages, including by the above-described off-the-clock work and
7 on-duty work while on unpaid meal breaks. In addition to failing to authorize and permit rest
8 breaks, Defendants unlawfully deducted up to 30 minutes for meal periods that were rarely
9 provided or otherwise received without violation. Thus, by deducting 30 minutes for a meal period
10 that was generally not lawfully provided if at all, Defendants effectively and unlawfully deducted
11 at least 30 minutes of hours worked from each Employee's daily work shifts. By not compensating
12 Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of
13 Labor Code § 221.

14 36. Defendants also violated California Labor Code § 246 by not providing all
15 required paid sick days to Plaintiff and the Class Members. Labor Code § 246 provides that an
16 Employee who "works in California for the same employer for 30 or more days within a year
17 from the commencement of employment is entitled to paid sick days as specified in this section."
18 Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their
19 required and earned sick days, in violation of Labor Code § 246. Additionally and upon
20 information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to
21 the Class Members during the relevant time period, including by failing to provide two work
22 weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and
23 248.2 and including damages and penalties as these sections are enforced through Labor Code §
24 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid
25 sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250),
26 whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars
27 (\$4,000), shall be included in the administrative penalty." Plaintiff accordingly seeks this relief
28 available for Defendants' failure to provide Employees with all their required and earned sick

1 days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1,
2 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246,
3 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees
4 and costs pursuant to Labor Code § 2699(g)(1).

5 37. Upon information and belief, Defendants also failed to provide Employees such as
6 Plaintiff at the time of her employment and thereafter with written notice complying with all the
7 requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer
8 shall provide to each employee a written notice, in the language the employer normally uses to
9 communicate employment-related information to the employee, containing" specifically required
10 information. Upon information and belief, Defendants failed to provide this information to the
11 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
12 provide Plaintiff and the aggrieved employee Class Members certain specific information upon
13 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
14 any such information when she was hired, or have failed to produce them, and upon information
15 and belief, Defendants committed similar violations in connection with similarly situated and
16 aggrieved Class Members.

17 38. As a result of these illegal policies and practices, Defendants also engaged in and
18 enforced the following additional unlawful practices and policies against Plaintiff and the Class
19 Members she seeks to represent:

- 20 a. failing to pay all wages owed to Class Members who either were discharged, laid
21 off, or resigned in accordance with the requirements of Labor Code §§ 201, 202,
22 203;
- 23 b. failing to pay all wages owed to the Class Members twice monthly in accordance
24 with the requirements of Labor Code § 204;
- 25 c. failing to pay Class Members all wages owed, including all meal and rest period
26 premium wages, and failing to pay them at the regular rate of compensation;
- 27 d. failing to maintain accurate records of Class Members' hours worked and earned
28 wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section

1 7 of the applicable IWC Wage Orders; and

2 e. failing to produce timekeeping records in response to Plaintiff's timely and lawful
3 request to receive them under these authorities.

4 39. Defendants have also consistently failed to provide Class Members with timely,
5 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
6 including by the above-described requirement of off-the-clock work, failure to pay all overtime
7 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
8 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
9 miscalculating any overtime or meal period or rest break premium wages and by the systematic
10 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
11 difficult to account with precision for the unlawfully withheld wages and meal and rest period
12 compensation owed to Plaintiff and the Class, during the liability period, including because they
13 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
14 and because they did not implement and preserve a record-keeping method as required for non-
15 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
16 California Wage Orders. Upon information and belief, time clock punches were not maintained or
17 were not accurately maintained for work shifts and meal periods, which were automatically
18 presumed by Defendants to have been lawfully provided when they were not. Defendants also
19 failed to accurately record and pay for all regular and overtime hours worked and submitted by
20 Plaintiff and the Class Members, including by failing to pay all overtime hours at the correctly
21 calculated overtime premium rate.

22 40. Defendants have thus also failed to comply with Labor Code § 226(a) by
23 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
24 Members, along with the appropriate applicable rates, among others requirements. Plaintiff and
25 Class Members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
26 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
27 applicable California IWC Wage Orders by failing to maintain time records showing when the
28 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor

Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

41. Defendants also required Plaintiff and the Class Members to work hours off the clock for which they were not compensated. They were required to endure off-the-clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off-the-clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including Labor Code § 203.

42. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class Members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to calls from her nurse manager and checking her schedule. Moreover, Defendants required Plaintiff to download the ADP app and UKG app on her cellphone. Plaintiff was also required to incur fax and copy stamps for work-related activities, which Defendants failed to reimburse. Plaintiff and the Class Members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

43. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, and 2802 and California Code of Regulations, Title 8, section 11000 *et seq.*

44. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits

Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

45. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (often referred to as “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees by Defendants within the State of California.” This includes all types of Registered Nurses, BSN Registered Nurses, Licensed Vocational Nurses, Mental Health Workers, and those in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or a major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class Members who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay,

including by requiring off the clock work.

g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class Members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Subclass 8. Termination Pay Subclass. All Class Members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. Failure To Produce Requested Employment Records Subclass. All Class Members who, within the applicable limitations period, were denied the right to inspect and receive all their payroll records, timecards, and personnel records.

j. Subclass 10. Payroll Records Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

k. Subclass 11. Expense Reimbursement Subclass. All Class Members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

l. Subclass 12. UCL Subclass. All Class Members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

46. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

47. Defendants, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby Defendants failed to correctly calculate and pay compensation for the time

1 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
2 benefit of this work, required Employees to perform this work and permitted or suffered to permit
3 this work. Defendants have uniformly denied these Class Members wages to which these
4 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
5 order to unfairly cheat the competition and unlawfully profit.

6 48. This action has been brought and may properly be maintained as a class action
7 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
8 of interest in this litigation and the proposed Class is easily ascertainable from the employment
9 records for Plaintiff and the Class Members that Defendants are required to maintain under
10 California law.

11 **A. Numerosity**

12 49. The potential members of the class as defined are so numerous that joinder of all
13 the member of the class is impracticable. While the precise number of Class Member has not been
14 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
15 time period relevant to this lawsuit employed, at least over one hundred Employees who satisfy
16 the Class definition within the State of California. Plaintiff alleges that Defendants' employment
17 records will provide information as to the number and location of all Class Members.

18 **B. Commonality**

19 50. There are questions of law and fact common to the Class that predominate over any
20 questions affecting only individual Class Members. The common questions are numerous and
21 substantial and flow from Defendants' uniform policies and/or practices of violating the California
22 Labor Code addressed above. As such, these common questions predominate over individual
23 questions concerning each individual Class Member's showing as to his or her eligibility for
24 recovery or as to the amount of damages. These common questions of law and fact include:

- 25 a. Whether Defendants failed to pay Employees minimum wages;
- 26 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 27 c. Whether Defendants failed to pay Employees overtime as required under Labor
28 Code § 510;

- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- g. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;
- h. Whether Defendants violated Labor Code § 221;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants' conduct was willful;
- k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- l. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

1 **C. Typicality**

2 51. The claims of the named plaintiff are typical of those of the other Employees. The
3 Employee Class Members all sustained injuries and damages arising out of and caused by
4 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
5 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
6 the off the clock work and meal and rest violations she was required to endure are typical of those
7 of the other Class Members.

8 **D. Adequacy of Representation**

9 52. Plaintiff will fairly and adequately represent and protect the interest of the
10 Employee Class Members. Counsel who represents Plaintiff and the Employees in the Class are
11 experienced and competent in litigating employment class actions.

12 **E. Superiority of Class Action**

13 53. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
15 questions of law and fact common to all Employees predominate over any questions affecting only
16 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
17 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

18 54. As to the issues raised in this case, a class action is superior to all other methods for
19 the fair and efficient adjudication of this controversy, as joinder of all Class Members is
20 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
21 Members. Further, as the economic or other loss suffered by vast numbers of Class Members may
22 be relatively small, the expense and burden of individual actions makes it difficult for the Class
23 Members to individually redress the wrongs they have suffered. Moreover, in the event
24 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
25 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
26 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
27 to vindicate their rights for violations they endured which they would otherwise be foreclosed
28 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

1 55. Class action treatment will allow those persons similarly situated to litigate their
2 claims in the manner that is most efficient and economical for the parties and the judicial system.
3 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
4 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would
5 set forth the subject and nature of the instant action. The Defendants' own business records can be
6 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
7 that any further notice is required additional media and/or mailings can be used.

8 56. Defendants, as prospective and actual employers of the Employees in the Class,
9 had a special fiduciary duty to disclose to prospective Class Members the true facts surrounding
10 Defendants' pay practices, policies, and working conditions imposed upon the similarly situated
11 Employees as well as the effect of any alleged arbitration agreements that may have been forced
12 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
13 and policies, most notably intentionally refusing to pay for all hours actually worked which should
14 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
15 agreements and policies and practices on the Employees and Class as a whole.

16 57. Plaintiff and the Employees in the Class did not discover the fact that they were
17 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
18 ever any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by
19 jury, right to collectively organize and oppose unlawful pay practices under California law as well
20 as obtain injunctive relief preventing such practices from continuing. The applicable statutes of
21 limitation were tolled until such time as Plaintiff and the Class Members discovered their claims.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY MINIMUM WAGES**

24 **(Against All Defendants)**

25 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 59. Defendants failed to pay Employees minimum wages for all hours worked.
28 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees

1 would work hours and not receive wages, including as alleged above in connection with off-the-
2 clock work, including all the time required to remain on duty and under Defendants' control
3 during breaks and due to the work demands placed upon them by Defendants' management and
4 patients and by the unlawful deduction of hours or by paying what should have been overtime
5 hours as regular hours. Defendants' uniformly applied policies required systematic off-the-clock
6 work and underpayment of all wages owed to Employees over a period of time, while benefiting
7 Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum
8 wages to Plaintiff and the Class Members, including by requiring systematic off-the-clock work.
9 To the extent any local wage ordinances were also applicable to paying the employees an hourly
10 rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances.
11 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
12 applicable to the Class as a whole, in a uniform policy and practice that denied accurate
13 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

14 60. In California, employees must be paid at least the applicable state minimum wage
15 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
16 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
17 California Labor Code § 204, other applicable laws and regulations, and public policy, an
18 employer must timely pay its employees for all hours worked. Defendants failed to do so.

19 61. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
20 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
21 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
22 applicable minimum wage rate fixed by the commission for work during the relevant period is
23 found in the Wage Orders.

24 62. The minimum wage provisions of California Labor Code are enforceable by private
25 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
26 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
27 overtime compensation applicable to the employee is entitled to recover in a civil action the
28 unpaid balance of the full amount of this minimum wage or overtime compensation, including

1 interest thereon, reasonable attorney's fees and costs of suit."

2 63. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
3 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
4 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
5 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
6 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
7 the absence of a contractually agreed upon one.

8 64. In committing these violations of the California Labor Code, Defendants
9 inaccurately recorded, or required Plaintiff and the Class Members to input times that did not
10 reflect their actual hours worked, or miscalculated hours or rates, or otherwise underpaid the actual
11 time worked by Plaintiff and other members of the Class, including by requiring off the clock
12 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
13 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
14 Welfare Commission requirements and other applicable laws and regulations. As a result of these
15 violations, Defendants also failed to timely pay all wages earned in accordance with California
16 Labor Code § 1194.

17 65. California Labor Code § 1194.2 also provides for the following remedies: "In any
18 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
19 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
20 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

21 66. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
22 1197.1, Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial
23 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
24 pay each employee minimum wages.

25 67. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are
26 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
27 interest thereon.

28

68. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

69. Plaintiff and the Class Members are entitled to recover the unpaid minimum wages (including double minimum wages) and local wage ordinance wages and liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon, and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the Class Members who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Class Members. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class Members are entitled to seek and recover statutory costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

71. California Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action may be maintained directly against the employer in an employee’s name without first filing a

1 claim with the Division of Labor Standards and Enforcement.

2 72. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
3 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
4 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
5 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
6 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
7 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
8 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
9 work in a workweek.

10 73. Defendants had a consistent policy of not paying Employees wages for all hours
11 worked, including by requiring off-the-clock work as addressed above, by unlawful deductions, by
12 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
13 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
14 and pay overtime and failed to begin paying overtime when it was incurred due to the off-the-
15 clock work, as detailed above.

16 74. Defendants thus had a consistent policy of not paying Employees wages for all
17 hours worked, including hours at their required regular, overtime, and double-time rates.
18 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
19 and/or, modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
20 Members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and
21 the Class Members all earned and owed straight time and overtime wages and other benefits, in
22 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
23 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
24 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
25 employees to work through meal periods or remain under Defendants' control when they were
26 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
27 respond to demands from patients and managers.

28 75. Therefore, Employees were not properly compensated, nor were they paid overtime

1 rates for hours worked in excess of eight hours in a given day and/or forty hours in a given week.
2 Based on information and belief, Defendants did not make available to Employees a reasonable
3 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
4 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
5 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
6 Class Members to work through meal periods when they were required to be clocked out or to
7 otherwise work off the clock to complete their daily job duties.

8 76. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
9 regular wages owed and overtime compensation for all hours worked, as required by California
10 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
11 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
12 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

13 77. Additionally, Labor Code § 558(a) provides "any employer or other person acting
14 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
15 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
16 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
17 pay period for which the employee was underpaid in addition to an amount sufficient to recover
18 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee was underpaid in addition to an
20 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
21 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
22 this section are in addition to any other civil or criminal penalty provided by law." Defendants
23 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
24 Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor
25 Code § 558.

26 78. Defendants' failure to pay compensation in a timely fashion also constituted a
27 violation of California Labor Code § 204, which requires that all wages shall be paid
28 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct

1 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
2 and overtime compensation earned by Employees. Each such failure to make a timely payment of
3 compensation to Employees constitutes a separate violation of California Labor Code § 204.

4 79. Employees have been damaged by these violations of California Labor Code §§
5 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
6 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
7 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
8 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
9 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
10 any order or ruling of the commission.”

11 80. Consequently, pursuant to the California Labor Code, including Labor Code §§
12 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
13 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
14 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
15 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
16 against Defendants, and each of them, and any additional sums as provided by the Labor Code
17 and/or other statutes.

18 **THIRD CAUSE OF ACTION**

19 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

20 **(Against All Defendants)**

21 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 82. Employees regularly worked shifts greater than five (5) hours and in some
24 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
25 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
26 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
27 for a shift of more than ten (10) hours without providing him or her with a second meal period of
28 not less than thirty (30) minutes.

1 83. Defendants failed to provide Employees with meal periods as required under the
2 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
3 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
4 provided them after Employees worked beyond the fifth hour of their shifts or Employees
5 otherwise had them shortened and interrupted by work demands and requirements to perform off
6 the clock work and remain under Defendants' control. At one point of Plaintiff's employment with
7 Defendants, Defendants also unlawfully combined meal periods with rest breaks. Furthermore,
8 upon information and belief, on the occasions when Employees worked more than ten hours in a
9 given shift, they did so without receiving a second uninterrupted thirty-minute meal period as
10 required by law.

11 84. Defendants thus failed to provide Plaintiff and the Class Members with meal
12 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
13 including by not providing them with the opportunity to take meal breaks, by providing them late
14 or for less than thirty minutes, or by requiring them to perform work during breaks.

15 85. Moreover, Defendants failed to compensate Employees for each meal period not
16 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
17 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
18 employee a meal period in accordance with this section, the employer shall pay the employee one
19 hour of pay at the employee's regular rate of compensation for each workday that the meal period
20 is not provided. As detailed above, on the occasions when Defendants did pay any meal period
21 premiums, they upon information and belief underpaid them by miscalculating the regular rate of
22 compensation by not including all forms of remuneration in it. Defendants thus failed to
23 compensate the Employees in the Class for each meal period not provided or inadequately
24 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the Wage Orders.

25 86. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
26 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
27 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
28 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory

penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and applicable IWC Wage Order paragraphs.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

87. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

88. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that employers must authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four work hours.

89. Employees consistently worked consecutive four hour shifts and were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort to schedule or otherwise authorize and permit Plaintiff and the Class Members to take lawful rest breaks. Employees were often required to work or to otherwise remain under Defendants' control during rest periods, including by responding to work requirements, and had breaks provided untimely as a result of the above described off the clock work. Plaintiff and the Class Members were also not permitted to leave their work premises during rest breaks.

90. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders provide that if an employer fails to provide an employee rest period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Defendants failed to do so.

91. Defendants, and each of them, have therefore intentionally and improperly denied rest periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the applicable IWC Wage Orders.

1 92. Defendants failed to authorize and permit Plaintiff and the Class Members to take
2 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
3 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
4 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
5 12 and 20 of the applicable IWC Wage Orders.

6 93. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
7 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
8 of wages at their effective hourly rates of pay for each day worked without the required rest
9 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
10 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

11 **FIFTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 226(a)**
13 **(Against All Defendants)**

14 94. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 95. California Labor Code § 226(a) requires an employer to furnish each of his or her
17 employees with an accurate, itemized statement in writing showing the gross and net earnings,
18 total hours worked, and the corresponding number of hours worked at each hourly rate; these
19 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
20 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
21 statements may be given to the employee separately from the payment of wages; in either case the
22 employer must give the employee these statements twice a month or each time wages are paid.

23 96. Defendants failed to provide Plaintiff and the similarly situated Employee Class
24 Members with accurate itemized wage statements in writing, as required by the Labor Code and
25 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
26 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
27 including for all overtime and double time hours worked and for deficient meal periods and rest
28 breaks, all of which Defendants knew or reasonably should have known were owed to the

1 Employees, as alleged above.

2 97. Throughout the liability period, Defendants intentionally failed to furnish to
3 Plaintiff and the Class Members, upon each payment of wages, itemized statements accurately
4 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
5 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
6 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
7 the employee and only the last four digits of his or her social security number or an employee
8 identification number other than a social security number, (8) the name and address of the legal
9 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
10 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
11 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
12 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
13 Members with such timely and accurate wage and hour statements.

14 98. Plaintiff and the Class Members suffered injury as a result of Defendants'
15 knowing and intentional failure to provide them with the wage and hour statements as required by
16 law and are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e),
17 as the Defendants have failed to provide an accurate wage statement, failed to provide accurate
18 and complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
19 inclusive, and the Plaintiff and Class Members cannot promptly and easily determine from the
20 wage statement alone one or more of the following: (i) The amount of the gross wages or net
21 wages paid to the employee during the pay period or any of the other information required to be
22 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
23 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
24 wages paid to the employee during the pay period, (iii) The name and address of the employer
25 and, (iv) The name of the employee and only the last four digits of his or her social security
26 number or an employee identification number other than a social security number. For purposes
27 of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an
28 objective standard] would be able to readily ascertain the information without reference to other

documents or information.

99. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class Members may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

100. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the Class suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

101. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage Order, Plaintiff and the Employee Class Members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award of costs and reasonable attorneys’ fees.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

102. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

103. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

1 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
2 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
3 to do so.

4 104. Defendants unlawfully received and/or collected wages from the Employees in the
5 Class by requiring off-the-clock work, by miscalculating overtime, and by automatically deducting
6 time for meal periods when they were not lawfully provided and not paying one hour of pay at the
7 regular rate of compensation for every meal and rest period violation endured by Plaintiff and the
8 other Class Members, as alleged above. In addition to failing to authorize and permit rest breaks,
9 Defendants unlawfully deducted up to 30 minutes for meal periods that were rarely provided or
10 otherwise received without violation. Thus, by deducting 30 minutes for a meal that was generally
11 not lawfully provided if at all, Defendants effectively and unlawfully deducted at least 30 minutes
12 of hours worked from each Employee's daily work shifts. By not compensating Employees for all
13 hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

14 105. As a direct and proximate cause of the unauthorized deductions, Employees have
15 been damaged, in an amount to be determined at trial.

16 **SEVENTH CAUSE OF ACTION**
17 **VIOLATION OF LABOR CODE § 204**
18 **(Against All Defendants)**

19 106. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 107. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
22 employment are due and payable twice during each calendar month, on days designated in
23 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
24 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
25 during which the labor was performed, and labor performed between the 16th and the last day,
26 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
27 month." Additionally, the requirements of this section shall be deemed satisfied by the payment of
28 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven

1 calendar days following the close of the payroll period.” As detailed above, Defendants
2 maintained a consistently applied policy and practice of not paying all wages earned between the
3 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
4 between the 16th and the last day of the month between the 1st and 10th day of the following month.
5 Defendants similarly failed to pay all wages earned by not more than seven calendar days
6 following the close of the payroll period.

7 108. All wages due and owing to Plaintiff and the Class Members, including as required
8 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
9 required by Labor Code § 1194 and other sections became due and payable to each employee in
10 each pay period that he or she was not provided with a meal period or rest period or paid straight
11 or overtime wages to which he or she was entitled.

12 109. Defendants violated Labor Code § 204 by systematically refusing to timely pay
13 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
14 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
15 payday for the period involved, not less than the applicable minimum wage for all hours worked in
16 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
17 hours than those fixed by the order or under conditions of labor prohibited by the order is
18 unlawful.” Plaintiff and the Class Members may therefore pursue damages and penalties for
19 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
20 penalties under paragraph 20 of the applicable IWC Wage Orders.

21 110. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
22 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
23 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
24 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
25 applicable IWC Wage Orders.

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EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

111. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

112. Plaintiff and numerous Class Members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

113. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation.

114. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment. Additionally, Defendants failed to pay Plaintiff her final check at the time of her termination.

115. Defendants thus failed to pay Plaintiff and the Class Members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off-the-clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

116. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class Members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer

1 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
2 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
3 “violates...any provision of this chapter or any order or ruling of the commission.”

4 117. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
5 Employee Class Members to penalties under Labor Code § 203 and the applicable paragraphs of
6 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
7 shall continue until paid for up to thirty (30) days from the date they were due.

8 **NINTH CAUSE OF ACTION**

9 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

10 **(Against All Defendants)**

11 118. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 119. California Labor Code § 1174 requires that all employers shall keep accurate time
14 and wage records for all employees. California Labor Code § 1174.5 further requires that any
15 employee suffering injury due to a willful violation of the aforementioned obligations may seek
16 damages, including civil penalties, from the employer.

17 120. During the course of Plaintiff’s and Employees’ employment, Defendants
18 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
19 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
20 premium pay as discussed above and failing to document and pay for actual hours worked.

21 121. Defendants are also required by the California Labor Code § 1198 and the
22 applicable Wage Order to maintain a tracking system that accurately records the times during
23 which Employees work.

24 122. Defendants have maintained a common unlawful policy and practice of failing to
25 accurately record all hours worked and all meal period start and end times and by adjusting or
26 otherwise rounding and shaving them down.

27 123. Defendants’ failure to pay wages, as alleged above, was willful in that Defendants
28 knew wages to be due but failed to pay them.

124. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802

(Against All Defendants)

125. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

126. Plaintiff is informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Class Members to pay for necessary work-related expenses they incurred. Plaintiff and the Class Members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

127. Defendants thus followed a uniform policy and practice of failing to reimburse Employees for these necessary work-related expenses or losses incurred in the direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

128. Defendants' knowing and willful failure to reimburse lawful necessary work-related expenses and losses to Plaintiff and the Class Members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work-related expenses. As Defendants failed to inform and misled Plaintiff and the Class Members with regard to their rights, Plaintiff and the Class Members were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

129. Therefore, Plaintiff and the Class Members are entitled to reimbursement for any and all necessary work-related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed by Defendants, as well as accrued interest on those expenses that were not reimbursed

1 from the date Plaintiff and the Class Members incurred those expenses. Further, Plaintiff and the
2 Class Members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

3 **ELEVENTH CAUSE OF ACTION**
4 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
5 **(Against All Defendants)**

6 130. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
7 in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
8 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
9 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
10 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
11 the public interest within the meaning of Code of Civil Procedure § 1021.5.

12 131. Plaintiff is a "person" within the meaning of the Business & Professions Code
13 § 17204, has suffered injury, and therefore, has standing to bring this cause of action for
14 injunctive relief, restitution, and other appropriate equitable relief.

15 132. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
16 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
17 fraudulent in that Defendants' policy and practice failed to provide the required amount of
18 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
19 Class Members for all hours worked, due to systematic business practices as alleged herein that
20 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
21 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
22 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
23 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

24 133. Wage-and-hour laws express fundamental public policies. Paying employees their
25 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
26 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
27 vigorously to enforce minimum labor standards, to ensure that employees are not required or
28 permitted to work under substandard and unlawful conditions and to protect law-abiding

1 employers and their employees from competitors who lower costs to themselves by failing to
2 comply with minimum labor standards.

3 134. Defendants have violated statutes and public policies. Through the conduct alleged
4 in this Complaint Defendants have acted contrary to these public policies, have violated specific
5 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
6 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
7 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
8 privileges guaranteed to all employees under the law.

9 135. Defendants' conduct, as alleged above, constitutes unfair competition in violation
10 of the Business & Professions Code § 17200 *et seq.*

11 136. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
12 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
13 of reasonable care should have known that their conduct was unlawful; therefore their conduct
14 violates the Business & Professions Code § 17200 *et seq.*

15 137. By the conduct alleged herein, Defendants have engaged and continue to engage in
16 a business practice which violates California and federal law, including but not limited to, the
17 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
18 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
19 Court should issue declaratory and other equitable relief pursuant to California Business &
20 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
21 constitute unfair competition, including restitution of wages wrongfully withheld.

22 138. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

24 139. Unless restrained by this Court Defendants will continue to engage in such
25 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
26 should make such orders or judgments, including the appointment of a receiver, as may be
27 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
28 deceptive practice prohibited by the Business & Professions Code, including but not limited to

1 the disgorgement of such profits as may be necessary to restore Employees to the money
2 Defendants have unlawfully failed to pay.

3 **RELIEF REQUESTED**

4 WHEREFORE, Plaintiff prays for the following relief:

- 5 1. For an order certifying this action as a class action;
- 6 2. For compensatory damages in the amount of the unpaid minimum wages for work
7 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
8 the filing of this action, as may be proven;
- 9 3. For liquidated damages in the amount equal to the unpaid minimum wage and
10 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 11 4. For compensatory damages in the amount of all unpaid wages, including overtime
12 and double-time pay, as may be proven;
- 13 5. For compensatory damages in the amount of the hourly wage made by Employees
14 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
15 years prior to the filing of this action, as may be proven;
- 16 6. For compensatory damages in the amount of the hourly wage made by Employees
17 for each day requisite rest breaks were not provided or were deficiently provided where no
18 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
19 be proven;
- 20 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 21 8. For restitution and/or damages and penalties for Defendants' failure to pay all
22 wages due twice monthly under Labor Code § 204, as may be proven;
- 23 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
24 for all Class Members in violation of Labor Code § 221, as may be proven;
- 25 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
26 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 27 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 28 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

1 13. For damages and restitution for failure to reimburse all reasonable and necessary
2 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

3 14. For restitution for unfair competition pursuant to Business & Professions Code
4 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

5 15. For an order enjoining Defendants and their agents, servants, and employees, and
6 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
7 duties adumbrated in this Complaint;

8 16. For other wages and penalties under the Labor Code as may be proven;

9 17. For all general, special, and incidental damages as may be proven;

10 18. For an award of pre-judgment and post-judgment interest;

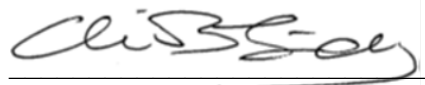
11 19. For an award providing for the payment of the costs of this suit;

12 20. For an award of attorneys' fees; and

13 21. For such other and further relief as this Court may deem proper and just.

14
15 DATED: October 30, 2024

D.LAW, INC.

16
17 By: 

David Yereimian
Alvin B. Lindsay
Melissa Rodriguez
Attorneys for Plaintiff VANESSA A.
BARNUM and all others similarly situated

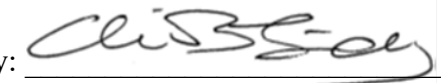
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: October 30, 2024

D.LAW, INC.

By:



David Yeremian

Alvin B. Lindsay

Melissa Rodriguez

Attorneys for Plaintiff VANESSA A.

BARNUM and all others similarly situated