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

WASIA NAHSHAL, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

SUNBRIDGE BRITTANY REHABILITATION
CENTER, LLC DBA AMERICAN RIVER
CENTER, a California limited liability company;
SUNBRIDGE SHADIN HILLS
REHABILITATION CENTER, LLC, a
California limited liability company;
SUNBRIDGE MEADOWBROOK
REHABILITATION CENTER, LLC, a
California limited liability company;
SUNBRIDGE HARBOR VIEW
REHABILITATION CENTER, LLC, a
California limited liability company;
SUNBRIDGE STOCKTON REHABILITATION
CENTER, LLC, a California limited liability
company; GENESIS HEALTHCARE INC., a
Delaware corporation; GENESIS
ADMINISTRATIVE SERVICES LLC, a
Delaware limited liability company;
ALEXANDRIA CARE CENTER, LLC, a
Delaware limited liability company; THE
REHABILITATION CENTRE OF BEVERLY
HILLS, a California corporation; and DOES 1
through 10, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

12/26/2024

By: L. Baldwin Deputy

Case No.: 24CV024128

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

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Indemnify Employees for Expenditures (Lab. Code § 2802);
5. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
6. Failure to Provide Paid Sick Leave (Lab. Code § 246-248.5)
7. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).

DEMAND FOR JURY TRIAL

1 Plaintiff WASIA NAHSHAL (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, individually and on behalf of all other members of the public similarly
4 situated, alleges as follows:

5 **THE PARTIES**

6 1. Plaintiff is a California resident who worked for Defendant SUNBRIDGE
7 BRITTANY REHABILITATION CENTER, LLC, DBA AMERICAN RIVER CENTER;
8 SUNBRIDGE SHADIN HILLS REHABILITATION CENTER, LLC; SUNBRIDGE
9 MEADOWBROOK REHABILITATION CENTER, LLC; SUNBRIDGE HARBOR VIEW
10 REHABILITATION CENTER, LLC; SUNBRIDGE STOCKTON REHABILITATION
11 CENTER, LLC; GENESIS HEALTHCARE INC.; GENESIS ADMINISTRATIVE SERVICES
12 LLC; ALEXANDRIA CARE CENTER, LLC; THE REHABILITATION CENTRE OF
13 BEVERLY HILLS, and DOES 1 through 10 (“Defendants”) in California as a nonexempt
14 employee paid hourly from approximately November 2023 until present time.

15 2. Plaintiff reserves the right to seek leave to amend this complaint to add new
16 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
17 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as
18 well as to add additional claims.

19 3. Plaintiff alleges, on information and belief, that Defendants are, and at all times
20 herein mentioned, were:

- 21 (a) Business entities qualified to do business and actually conducting business
22 in numerous counties throughout the State of California, including in
23 Sacramento County; and,
24 (b) The former employers of Plaintiff and the current and/or former employer
25 of the Class Members because Defendants engaged Plaintiff and the Class
26 to work; and/or suffered and permitted Plaintiff and the Class to work, and/or
27 controlled or had the power and authority to control their wages, hours, or
28 working conditions;

1 4. At all relevant times, Defendants were and are legally responsible for all of the unlawful
2 conduct, policies, practices, acts, and omissions as described in each and all of the foregoing
3 paragraphs as the employer of Plaintiff and of the Class. Further, Defendants are responsible for
4 each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat
5 superior.”

6 5. Plaintiff does not know the true names or capacities of the persons or entities sued
7 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
8 of the Doe Defendants were in some manner legally responsible for the damages suffered by
9 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true
10 names and capacities of these Defendants when they have been ascertained, together with
11 appropriate charging allegations, as may be necessary. At all times mentioned herein, Does 1-10,
12 inclusive, and each of them, were residents of, doing business in, availed themselves of the
13 jurisdiction of, and/or injured Plaintiff and a significant number of the Class Members in the State
14 of California.

15 6. Plaintiff alleges, on information and belief, that, at all relevant times, each Defendant,
16 directly or indirectly, or through agents or other persons, employed Plaintiff and the other
17 employees described in the class definitions below, and exercised control over their wages, hours,
18 and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant
19 times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer,
20 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor-in-interest
21 and/or predecessor-in-interest of some or all of the other Defendants, and was engaged with some
22 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
23 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
24 alleged below. Plaintiff alleges, on information and belief, that each Defendant acted pursuant to
25 and within the scope of the relationships alleged above, that each Defendant knew or should have
26 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct
27 of all other Defendants. Defendants are thus jointly and severally liable to Plaintiff and the Class
28 Members on the claims asserted in this action.

8. This Court has jurisdiction over this matter because Plaintiff brings this Complaint for various violations of the Labor Code and California Industrial Welfare Commission (“IWC”) orders, Defendants are business entities operating in California, and Plaintiff is a California resident. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

11. Plaintiff brings this action against Defendants for Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to reimburse business expenses, failure to furnish accurate wage statements, failure to provide paid sick leave. Defendant's managers also engaged in systematic and widespread altering of time records to hide Labor Code violations. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative of the class.

12. Plaintiff brings these causes of action individually and as a class action on behalf of certain current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiff and

1 all other persons who have been employed by Defendant in California as an hourly-paid or non-
2 exempt employee during the statute of limitations period applicable to the claims pleaded here.

3 13. Defendants own/owned and operate/operated an industry, business, and
4 establishment within the State of California, including Sacramento County. As such and based
5 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
6 subject to the Labor Code, Wage Orders issued by the IWC, and the California Business &
7 Professions Code.

8 14. Despite these requirements, throughout the statutory period, Defendants willfully
9 failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiff and the Class
10 and instead maintained a systematic, company-wide policy and practice of including, but not
11 limited to, the following violations on a regular basis:

12 (a) Failing to pay employees for all hours worked, including minimum, straight
13 time, and overtime wages. For example, Defendants:

- 14 1) required employees to perform work off-the-clock, without
15 compensation; and/or
16 2) failed to pay for all hours worked and failed to pay some of this
17 unpaid work at the overtime rate, as required; and/or
18 3) required them to continue working during unpaid meal periods;
19 and/or
20 4) failed to maintain accurate records of the hours worked.

21 (b) Failing to provide employees with timely and duty-free meal periods; for
22 example, Defendants:

- 23 1) required employees to work in excess of five consecutive hours a day
24 without providing a 30-minute, uninterrupted, and duty-free meal
25 period for every five hours of work; and/or
26 2) continued to assert control over employees by requiring, pressuring,
27 or encouraging them to perform work tasks, which could not be
28 completed without working in lieu of taking mandatory meal periods.

For instance, Plaintiff's meal breaks were often shortened due to the necessity of charting patient information into a computer, which could not be completed at any other time. As a result, Plaintiff was forced to perform this task during her meal breaks; and/or

3) interrupted Plaintiff's meal periods; and/or

4) failed to maintain accurate records of all meal periods taken or missed and denied employees opportunities to do their own timekeeping.

(c) Failing to indemnify employees for work-related expenses, such as having to use Plaintiff's personal cell phone for work-related communications, to pay for a background check, a physical exam, and a tuberculosis test, as well as to purchase of a uniform to perform job duties, all without reimbursement.

(d) Failing to provide employees with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the legal entity's name, address, the meal break premiums, the total wages for all hours worked, and the paid sick leave balance, among other things.

(e) Failing to provide paid sick leave as required by Labor Code §§ 245.5-248.5;

(f) Falsifying and/or altering time records to avoid paying all hours worked, overtime rates, and meal break penalties as required by Labor Code §§1174(d) and 1198. For instance, Plaintiff was prohibited from logging overtime into the timekeeping system without special approval. At the same time, she was required to complete charting, which was impossible to accomplish without violating meal breaks.

15. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

1 16. As a result of these violations of Labor Code § 226(a), Plaintiff and the Class
2 suffered injury because, among other things:

- 3 (a) the violations led them to believe that they were not entitled to be paid
4 minimum, straight time, overtime, meal period premium wages, even though
5 they were entitled;
- 6 (b) the violations led them to believe that they had been paid the minimum,
7 straight time, overtime, meal period premium wages, even though they had
8 not been;
- 9 (c) the violations led them to believe they were not entitled to be paid minimum,
10 straight time, overtime, meal period premium wages at the correct California
11 rate even though they were entitled;
- 12 (d) the violations led them to believe they had been paid minimum, straight time,
13 overtime, meal period premium wages at the correct California rate even
14 though they had not been;
- 15 (e) the violations hindered them from determining the amounts of minimum,
16 straight time, overtime, meal period premium wages owed to them;
- 17 (f) in connection with their employment before and during this action, and in
18 connection with prosecuting this action, the violations caused them to have
19 to perform mathematical computations to determine the amounts of wages
20 owed to them, computations they would not have to make if the wage
21 statements contained the required accurate information;
- 22 (g) by understating the wages truly due to them, the violations caused them to
23 lose entitlement and/or accrual of the full amount of Social Security,
24 disability, unemployment, and other governmental benefits; and,
- 25 (h) the wage statements inaccurately understated the wages, hours, and wage
26 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
27 Class were paid less than the wages and wage rates to which they were
28 entitled.

17. Thus, Plaintiff and the Class are owed the amounts provided for in Labor Code § 226(e) and injunctive relief under Labor Code § 226(h).

CLASS ACTION ALLEGATIONS

18. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

19. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

20. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on the first day of trial in this matter.

21. At all material times, Plaintiff was a member of the Class.

22. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

23. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly, and adequately protect

the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class Members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

1 24. There are common questions of law and fact as to the Class (and each subclass, if
2 any) that predominate over questions affecting only individual members, including without
3 limitation, whether, as alleged herein, Defendants have:

- 4 (a) Failed to pay Class Members for all hours worked, including minimum,
5 straight time, and overtime wages;
- 6 (b) Failed to provide meal periods and pay meal period premium wages to Class
7 Members;
- 8 (c) Failed to indemnify Class Members for expenditures
- 9 (d) Failed to provide Class Members with accurate wage statements;
- 10 (e) Failed to provide Class Members with paid sick leave; and
- 11 (f) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
12 result of their illegal conduct as described above.

13 25. This Court should permit this action to be maintained as a class action pursuant to
14 California Code of Civil Procedure § 382 because:

- 15 (a) The questions of law and fact common to the Class predominate over any
16 question affecting only individual members;
- 17 (b) A class action is superior to any other available method for the fair and
18 efficient adjudication of the claims of the members of the Class;
- 19 (c) The members of the Class are so numerous that it is impractical to bring all
20 members of the class before the Court;
- 21 (d) Plaintiff, and the other members of the Class, will not be able to obtain
22 effective and economic legal redress unless the action is maintained as a
23 class action;
- 24 (e) There is a community of interest in obtaining appropriate legal and equitable
25 relief for the statutory violations, and in obtaining adequate compensation
26 for the damages and injuries for which Defendants are responsible in an
27 amount sufficient to adequately compensate the members of the Class for
28 the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

- 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
- 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

26. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

27. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

28. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or

not required to do so.

29. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff and the Class compensation for all hours they worked. For example, Defendants required Plaintiff to perform work during uncompensated meal periods periods. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Labor Code § 1194, and any additional applicable Wage Orders that require such compensation to non-exempt employees.

30. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

31. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

32. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.

33. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

34. Pursuant to Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

35. Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages twice a month.

36. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code §§

218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

37. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

38. California Labor Code §§510, 1194 and 1198 require employers to pay overtime wages payable at the rate of at least one and one-half times the regular rate of pay for more than eight hours in one workday or more than forty hours in one workweek. Employees are entitled to double overtime wages payable at the rate of at least twice the regular rate of pay for work in excess of twelve hours in one workday or work in excess of eight hours on any seventh day of work in a single workweek.

39. At all times relevant to this Complaint, Plaintiff and the Class were non-exempt employees and regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek and were entitled to the protections of California Labor Code §§ 510, 1194, and the applicable IWC Wage Order. Defendants failed to compensate Plaintiffs for all overtime hours worked as required under the foregoing provision of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half or double the regular rate of pay; requiring, permitting or suffering Plaintiff to work off the clock; requiring, permitting or suffering Plaintiff to work through meal breaks but not compensating them for this time and failing to include this time in their hours worked; illegally and inaccurately recording time in which Plaintiff worked; and failing to properly maintain Plaintiff's records;

40. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek, as required by Labor Code §§ 510 and 1198.

41. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained

1 according to proof at trial.

2 42. By failing to keep adequate time records required by Labor Code § 1174(d),
3 Defendants have made it difficult to calculate the full extent of overtime compensation due to
4 Plaintiff and the Class.

5 43. Plaintiff and the Class also request recovery of overtime compensation according to
6 proof, interest, attorneys' fees and costs pursuant to Labor Code § 1194(a), as well as the
7 assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code
8 and/or other statutes.

9 44. Labor Code § 204 requires employers to provide employees with all wages due and
10 payable twice a month. The Wage Orders also provide that every employer shall pay to each
11 employee, on the established payday for the period involved, overtime wages for all overtime hours
12 worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all
13 compensation due, in violation of Labor Code § 204.

14 **THIRD CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Provide Meal Periods)**

16 45. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
17 paragraphs.

18 46. California law requires an employer to provide an employee an uninterrupted meal
19 period of no less than thirty minutes before the end of a five-hour work period during which
20 employees are relieved of all duties. A second meal period of not less than 30 minutes is required
21 if an employee works more than 10 hours in one day. (Lab. Code §§ 226.7, 512; Wage Orders, 11;
22 *Brinker Restaurant Corp v. Superior Ct.* (2012) 53 Cal.4th 1004, 1049.) The Wage Order's meal
23 period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free
24 to leave the premises, and (3) is relieved of all duty for the entire period. (*Brinker Restaurant Corp.*
25 *v. Superior Court, supra*, at 1036.) An employer must relinquish control over their activities,
26 permit a reasonable opportunity to take an uninterrupted 30-minute break, and not impede or
27 discourage an employee from taking a meal break. (*Id.* at p. 1040.) If the employee is not relieved
28 of all duty during a meal period, the meal period shall be considered an "on duty" meal period and

1 counted as time worked. (*Id.* at p. 1035.) “An employer may not undermine a formal policy of
2 providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.
3 (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–963; see also *Jaimez v.*
4 *Daiohs USA, Inc.*, (2010) 181 Cal.App.4th 1286, 1304–1305 [proof of common scheduling policy
5 that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC*
6 (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy “enforced
7 through ‘ridicule’ or ‘reprimand’” would be illegal].) The wage orders and governing statute do
8 not countenance an employer's exerting coercion against the taking of, creating incentives to forgo,
9 or otherwise encouraging the skipping of legally protected breaks.” (*Id.* at p. 1040.)

10 47. If an employer fails to provide an employee a meal period in accordance with the law,
11 the employer must pay the employee one hour of pay at the employee’s regular rate of pay for each
12 workday that a legally required meal period was not timely provided or was not duty-free. (Lab.
13 Code §226.7(c)). The California Supreme Court held that premium pay for denying an employee
14 a meal or rest break constitutes “wages.” (*Naranjo v Spectrum Security Services, Inc.* (2022) 13
15 Cal.5th 93.)

16 48. Defendants regularly failed to provide Plaintiff and the Class timely full thirty-minute
17 meal period for each five-hour period of work as required under the foregoing provisions of the
18 California Labor Code and IWC Wage Order. For instance, Plaintiff’s meal breaks were often
19 shortened due to the necessity of charting patient information into a computer, which could not be
20 completed at any other time. As a result, Plaintiff was forced to perform this task during her meal
21 breaks. Defendants also did not provide employees with the opportunity to correct noncompliant
22 meal break hours. By their failure to permit and authorize Plaintiff and the Class to take all meal
23 periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to
24 take these uninterrupted meal periods), Defendants willfully violated the provisions of Labor Code
25 § 226.7 and the applicable Wage Orders.

26 49. Under California law, Plaintiff and the Class are entitled to be paid one hour of
27 additional wages for each workday they were not provided with all required meal period(s), plus
28 interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

50. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

51. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

52. Defendants violated Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants, including, but not limited to, the use of Plaintiff's personal cell phone for work-related communications, payment for a background check, a physical exam, and a tuberculosis test, as well as the purchase of a uniform to perform job duties, all without reimbursement.

53. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

54. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

FIFTH CAUSE OF ACTION

**(Against All Defendants for Failure to Provide and Maintain
Accurate and Compliant Wage Records)**

55. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

56. At all material times set forth herein, Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,

(6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

57. In addition, Labor Code § 246(i) required employer to provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in § 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

58. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements compliant with these Labor Code sections. For example, Plaintiff's paystubs do not list the accurate legal entity's name, address, the meal break premiums, the total wages for all hours worked, and the paid sick leave balance, among other things.

59. As a result of Defendants' violation of Labor Code §§ 226(a) and 246(i), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

60. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violations of California §§ 226(a) and 246(i) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under Labor Code § 226(a).

61. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

62. Plaintiff and the Class are entitled to recover from Defendants the greater of their

1 actual damages caused by Defendants’ failure to comply with Labor Code § 226(a) and § 246(i),
2 or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

3 63. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
4 attorney’s fees and costs to ensure compliance with this section, pursuant to Labor Code § 226(h).

5 **SIXTH CAUSE OF ACTION**

6 **(Against All Defendants for Failure to Provide Paid Sick Leave)**

7 64. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
8 paragraphs.

9 65. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick
10 leave wages to Plaintiff and the Class in violation of Labor Code section 246 et seq. Paid sick leave
11 earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole*
12 *Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include
13 those benefits to which an employee is entitled as a part of his or her compensation, including
14 money, room, board, clothing, vacation pay, and sick pay”].) California Senate Bill (SB) 616 went
15 into effect on January 1, 2024, and amended California Labor Code §§ 245.5, 246, and 246.5,
16 increasing the minimum required amount of paid sick leave for California employees to 40 hours
17 or five days, whichever is greater, from the previous requirement of 24 hours or three days prior
18 to January 1, 2024.

19 66. Employers can select any of the following methods by which employees can accrue
20 paid sick leave under Labor Code § 246(b): (1) one hour of paid sick leave for every 30 hours
21 worked; (2) front loading of paid sick leave to give employees an up-front accrual of 40 hours (or
22 five days) of paid sick leave at the start of their employment and each 12 months thereafter; or (3)
23 at a rate other than one hour for every 30 hours worked provided that the accrual is regular and
24 results in at least 24 hours (or three days) of paid sick leave by the 120th day of employment and
25 40 hours (or five days) of paid sick leave by the 200th day of employment.

26 67. Labor code § 246(l) governs how Defendants were required to Calculate paid sick leave:

27 [A]n employer shall calculate paid sick leave using any of the following calculations;
28

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, no including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

68. Labor Code § 246(i) requires employers to provide employees with a written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement

69.

70. Plaintiff alleges, that Defendants have or had a policy or practice of failing to provide Plaintiff with the amount of paid sick leave required to be provided pursuant to California and local laws (including, without limitation, Labor Code § 246, et seq.)

71. Plaintiff is further informed and believes that the sick pay was not provided at the proper regular rate of pay as required under California law due to failure to properly calculate the regular rate. Plaintiff is further informed and believes that Defendants also did not permit its use upon request by Plaintiff as required under Labor Code § 246.5.

72. Plaintiff and the Class are entitled to restitution of unpaid sick pay leave, prejudgment interest, and injunctive relief pursuant to California Business & Professions Code §§ 17200 et seq.

SEVENTH CAUSE OF ACTION

(Against All Defendants for Violations of California Business & Professions Code §§ 17200, et seq.)

73. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

74. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

75. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

76. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, et seq.

77. A violation of California Business & Professions Code §§ 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described above in the foregoing causes of action are unlawful and in violation of public policy; and are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, et seq.

78. By and through their unfair, unlawful, and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

79. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants’ wrongful conduct.

80. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

81. Plaintiff, individually, and on behalf of members of the putative class, is further

entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

82. Plaintiff, individually, and on behalf of members of the putative class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

83. Plaintiff also alleges that, if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings.

84. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

CLASS CERTIFICATION

1. That this action be certified as a class action with respect to all of its causes of action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

AS TO THE FIRST CAUSE OF ACTION

4. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay failed to pay Class Members for all hours worked, including minimum wages and straight time pay;

5. For unpaid wages as may be appropriate; and,

6. For liquidated damages.

AS TO THE SECOND CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

2. For unpaid wages at overtime wage rates as may be appropriate; and,

3. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE THIRD CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§ 226.7 and 512, and the IWC Wage Orders, for failing to provide meal periods;

2. For unpaid meal period premium wages as may be appropriate; and,

3. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FOURTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

2. For unpaid wages or unreimbursed business expenses as may be appropriate; and,

3. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FIFTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

2. For all actual damages, according to proof;

3. For statutory penalties pursuant to Labor Code § 226(e); and,

4. For injunctive relief to ensure compliance with this section, pursuant to Labor Code § 226(h).

AS TO THE SIXTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§ 246 and 246.5 by willfully failing to provide paid sick leave; and,

2. Restitution for every paid sick leave day/hour unlawfully withheld;

AS TO THE SEVENTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, et seq. by the foregoing violations:

2. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

3. For the appointment of a receiver to receive, manage and distribute all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 et seq.; and,

4. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, et seq.

AS TO ALL CAUSES OF ACTION

1. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due or as provided by law;

2. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5 and/or Labor Code § 1194(a) and/or Labor Code § 2699(g) or as otherwise provided by law as to all causes of action that allow recovery of attorney's fees;

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3. For a trial by jury as to all causes of action triable by jury; and
4. For any additional relief that the Court deems just and proper.

Dated: December 26, 2024

Respectfully submitted,

WILSHIRE LAW FIRM

m. desario

By: _____

Molly DeSario, Esq.
James Yoo, Esq.
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Attorneys for Plaintiff