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State of California, Aggrieved Employees, and
Straight Time Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO**

LEA DENEUS-COLEY, Individually and
for Others Similarly Situated,

Plaintiff,

v.

**FRESNO COMMUNITY HOSPITAL
AND MEDICAL CENTER d/b/a
CLOVIS COMMUNITY MEDICAL
CENTER,**

Defendant.

Case No. 24CECG05029

**FIRST AMENDED PAGA AND CLASS
ACTION COMPLAINT FOR
VIOLATIONS OF:**

- (1) Failure to Pay Overtime (Labor Code § 510);
- (2) Failure to Authorize and Permit and/or Make Available Meal and Rest Periods (Labor Code §§ 226.7 and 512);
- (3) Failure to Provide Timely and Accurate Itemized Wage Statements (Labor Code § 226);
- (4) Waiting Time Penalties (Labor Code §§ 201-203);
- (5) Unlawful Business Practices (Bus. & Prof. Code §§ 17200 *et seq.*);
- (6) Civil Penalties Pursuant to the Private Attorneys General Act (Lab. Code § 2699(a)); and
- (7) Civil Penalties Pursuant to the Private Attorneys General Act (Lab. Code § 2699(f)).

DEMAND FOR JURY TRIAL

SUMMARY

1. Lea Deneus-Coley (“Deneus-Coley”) brings this class action to recover unpaid wages and other damages from Fresno Community Hospital & Medical Center d/b/a Clovis Community Medical Center (“CCMC”) on behalf of herself and a putative class of CCMC’s current and former employees.

2. Deneus-Coley, on behalf of the State of California and Aggrieved Employees, also brings this enforcement action to recover civil penalties against CCMC pursuant to the Private Attorneys General Act (“PAGA”).

3. CCMC employed Deneus-Coley as one of its Straight Time Employees (defined below). Deneus-Coley is also an Aggrieved Employee (defined below).

4. CCMC pays Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees by the hour.

5. The Aggrieved Employees and the Straight Time Employees regularly work more than 8 hours a day and 40 hours a week.

6. But CCMC does not pay Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees overtime at 1.5 times their regular rate of pay when they work more than 8 hours a day or 40 hours a week.

7. Instead, CCMC misclassifies Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees as independent contractors and pays Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees the same hourly rate for all “on the clock” hours worked up to 12 in a day (CCMC’s “straight time for overtime” pay scheme).

8. CCMC’s straight time for overtime pay scheme violates various provisions of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders by depriving the Aggrieved Employees and the Straight Time Employees of “time and a half” overtime pay they are owed for all hours worked after 8 in a day and 40 in a week. (*See* CAL. LAB. CODE § 510; IWC Wage Order No. 5-2001(3)(A)(1).)

9. Additionally, CCMC fails to authorize, permit, and/or make available compliant meal periods to the Aggrieved Employees and the Straight Time Employees (CCMC’s “meal

1 period policy”).

2 10. And when Deneus-Coley, the Aggrieved Employees, and the other Straight Time
3 Employees work 10 hours in a workday fails to authorize, permit, and/or make available a second
4 compliant meal period.

5 11. Instead, CCMC requires Deneus-Coley, the Aggrieved Employees, and the other
6 Straight Time Employees to remain on duty and perform work throughout their shifts.

7 12. CCMC also fails to authorize, permit, and/or make available compliant rest periods
8 to these employees for every four hours worked or major fraction thereof (CCMC’s “rest period
9 policy”).

10 13. Despite depriving Deneus-Coley, the Aggrieved Employees, and the other Straight
11 Time Employees of compliant meal and rest periods, CCMC does not pay these employees the
12 required premium pay for the first missed meal and rest period each workday.

13 14. Further, as a result of its unlawful employment practices, CCMC also violates the
14 accurate wage statement provisions of the California Labor Code and applicable Wage Order(s) by
15 depriving Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees of
16 wage statements that accurately reflect all their hours worked and all wages actually earned.

17 15. And, as a result of CCMC’s unlawful employment practices, Deneus-Coley, the
18 Aggrieved Employees, and other former Straight Time Employees are not paid all wages due and
19 owing upon termination of employment in a timely manner.

20 16. Finally, CCMC’s unlawful employment practices violate the California Unfair
21 Competition Law (“UCL”) by practicing, employing, and utilizing the employment practices
22 outlined above by knowingly denying Deneus-Coley and the other Straight Time Employees: (1)
23 wages, including overtime wages and (2) accurate itemized wage statements.

24 **JURISDICTION & VENUE**

25 17. This Court has jurisdiction over Deneus-Coley’s claims and the State of
26 California’s PAGA claims, which are brought through Deneus-Coley as the State’s deputized
27 agent, pursuant to the California Constitution, Article VI, section 10, which grants the Superior
28

1 Court “original jurisdiction on all other causes” except those given by statute to other courts. The
2 statutes under which this Action is brought do not specify any other basis for jurisdiction.

3 18. The Court has personal jurisdiction over CCMC because it is a California
4 incorporated nonprofit corporation and maintains its principal place of business in Stockton,
5 California.

6 19. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393
7 and/or 395.5.

8 20. Specifically, CCMC maintains its principal place of business in Fresno County,
9 California and Deneus-Coley’s claims arose in this County.

10 21. CCMC has employed Aggrieved Employees within this County, and therefore
11 liability under PAGA arises in this County.

12 **PARTIES**

13 22. CCMC employed Deneus-Coley as a Registered Nurse in its Clovis hospital from
14 approximately December 2023 until March 2024.

15 23. CCMC misclassified Deneus-Coley as an independent contractor to avoid paying
16 her overtime wages.

17 24. Instead, CCMC paid her according to its straight time for overtime pay scheme.

18 25. The other Straight Time Employees are likewise subject to these policies.

19 26. The putative class of similarly situated employees is defined as:

20 **All hourly CCMC employees with patient care duties in**
21 **California who were paid the same hourly rate for hours worked**
22 **in excess of 8 in a workday as hours worked under 8 in a workday**
23 **(or in excess of 40 in a workweek as hours worked under 40 in a**
workweek), at any time from November 15, 2020 through final
resolution of this Action (the “Straight Time Employees”).

24 27. Deneus-Coley brings the PAGA claims on behalf of the State of California and on
25 behalf of all of CCMC’s current and former hourly-paid employees with patient care duties in
26 California who were paid under CCMC’s straight time for overtime pay scheme at any time from
27 November 18, 2023 through final resolution of this Action (the “**Aggrieved Employees**”).

28 28. CCMC is a California nonprofit corporation headquartered in Clovis, California.

29. CCMC may be served with process by serving its registered agent: **Brianne L Marriott, 789 Medical Center Dr East, Ste 101, Clovis, California 93611**, or wherever she may be found.

FACTS

30. CCMC bills itself as “[t]he perfect blend of exceptional care and comfortable accommodations, Clovis Community Medical Center remains a top choice for heart and lung care, labor and delivery, neurosciences, minimally invasive surgeries, sports medicine and weight-loss surgery.”¹

31. To meet its business objectives, CCMC employs workers such as Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees to provide patient care services to its clients.

32. CCMC uniformly misclassifies these patient care workers as independent contractors and fails to pay them overtime or double time at the required premium rates.

33. CCMC hires and treats Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees just like other regular employees.

34. Despite misclassifying Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees as independent contractors, CCMC controls all meaningful aspects of their employment.

35. CCMC controls Deneus-Coley's, the Aggrieved Employees', and the other Straight Time Employees' rate and method of pay.

36. CCMC controls Deneus-Coley's, the Aggrieved Employees', and the other Straight Time Employees' schedules and assignments.

37. CCMC controls Deneus-Coley's, the Aggrieved Employees', and the other Straight Time Employees' work.

38. Deneus-Coley's, the Aggrieved Employees', and the other Straight Time

¹ <https://www.communitymedical.org/locations/clovis-community-medical-center> (last visited January 23, 2025).

1 Employees' work is supervised and assigned by CCMC personnel.

2 39. CCMC requires Deneus-Coley, the Aggrieved Employees, and its other Straight
3 Time Employees to follow CCMC's policies, procedures, plans, protocols, and specifications.

4 40. Deneus-Coley's, the Aggrieved Employees', and the other Straight Time
5 Employees' work must strictly adhere to the quality standards put in place by CCMC.

6 41. Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees
7 are not required to possess any unique or specialized skillset (other than that maintained by all other
8 workers in their respective positions) to perform their job duties.

9 42. Indeed, the daily and weekly activities of Deneus-Coley, the Aggrieved Employees,
10 and the other Straight Time Employees are routine and largely governed by standardized plans,
11 procedures, and checklists created by CCMC.

12 43. Virtually every job function is predetermined by CCMC, including the tools and
13 equipment used, the schedule of work, and related work duties.

14 44. Without the job Deneus-Coley, the Aggrieved Employees, and the other Straight
15 Time Employees perform, CCMC would not be able to complete its core business objective of
16 providing healthcare to its patients.

17 45. The work Deneus-Coley, the Aggrieved Employees, and the other Straight Time
18 Employees perform is therefore an essential and integral part of CCMC's core business as a
19 hospital system: providing healthcare to its patients.

20 46. Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees
21 rely on CCMC for work and compensation.

22 47. Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees
23 are not engaged in an independently established trade, occupation, or business of the same nature
24 as the work they perform for CCMC. They are hourly-paid patient care workers who work at
25 CCMC's hospitals and healthcare facilities.

26 48. Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees
27 cannot subcontract out the work they are assigned by CCMC.
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1 49. Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees
2 do not substantially invest in the tools required to complete the overall job to which they are
3 assigned by CCMC.

4 50. Rather, CCMC incurs the large-scale business and operating expenses like
5 healthcare facilities, medical equipment, marketing, tools, and materials.

6 51. Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees
7 do not market their services while employed by CCMC.

8 52. CCMC maintains control, oversight, and direction of Deneus-Coley, the Aggrieved
9 Employees, and the other Straight Time Employees, including, but not limited to, hiring, firing,
10 disciplining, and other employment practices.

11 53. In sum, Deneus-Coley, the Aggrieved Employees, and the other Straight Time
12 Employees are CCMC's employees under California law. (*See* CAL. LAB. CODE § 2775.)

13 54. For example, Deneus-Coley worked for CCMC as an RN from approximately
14 December 2023 through March 2024 in its Clovis Community Medical Center.

15 55. Deneus-Coley's primary duties included working in the labor and delivery unit
16 assisting with childbirth, cesarean section operations, emergency surgeries arising from labor,
17 cleaning and caring for newborns, vaccinating newborns, and otherwise caring for mothers and
18 newborns and assisting doctors and other patient care employees as appropriate.

19 56. Deneus-Coley was CCMC's hourly employee.

20 57. Deneus-Coley reported her hours to CCMC through its UKG timekeeping system.

21 58. CCMC approved Deneus-Coley's hours worked each workday and workweek.

22 59. CCMC's records reflect the hours Deneus-Coley worked each week.

23 60. Deneus-Coley regularly worked more than 8 hours a workday and 40 hours a
24 workweek, while employed by CCMC.

25 61. Indeed, Deneus-Coley typically worked 12 to 16 hours a workday.

26 62. Despite CCMC knowing Deneus-Coley regularly worked overtime, she was not
27 paid overtime wages for the hours she worked over 8 in a workday and 40 in a workweek.

28 63. Instead, she was paid under CCMC's straight time for overtime pay scheme.

1 64. Deneus-Coley was paid approximately \$90 to \$95 an hour working for CCMC.

2 65. But CCMC misclassified her as an independent contractor to avoid paying her
3 overtime.

4 66. The shifts she worked for CCMC were scheduled through an online “app” CCMC
5 utilized to secure employees, called CareRev.

6 67. Each shift Deneus-Coley worked she was paid a single hourly rate (straight time) for
7 each hour she worked for CCMC up to 12 hours a workday.

8 68. Deneus-Coley was thus not paid “time and a half” overtime wages when she
9 worked in excess of 8 hours in a day and/or 40 hours in a workweek for CCMC.

10 69. For example, during the week of March 10 to March 16, 2024, Deneus-Coley
11 worked 48 “straight time” hours, but she was not paid overtime for the hours she worked in excess
12 of 8 in a workday and/or 40 that workweek, and instead was uniformly paid approximately \$92.72
13 per hour for all of those 48 hours:

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March 15	Clovis Community Medical Center Mar 13 2024	12.0 hours	\$1,086.72
March 15	Clovis Community Medical Center Mar 13 2024	Overtime: 0.68 hours	\$123.77
March 19	Clovis Community Medical Center Mar 14 2024	12.0 hours	\$1,086.72
March 19	Clovis Community Medical Center Mar 14 2024	Overtime: 0.5 hours	\$90.56
March 19	Clovis Community Medical Center Mar 15 2024	12.0 hours	\$1,138.44
March 19	Clovis Community Medical Center Mar 15 2024	Overtime: 1.53 hours	\$290.93
March 19	Clovis Community Medical Center Mar 16 2024	12.0 hours	\$1,138.44
March 19	Clovis Community Medical Center Mar 16 2024	Overtime: 0.42 hours	\$79.06

70. Thus, under CCMC's straight time for overtime pay scheme, Deneus-Coley did not receive the required "time and a half" overtime premium for the hours she worked over 8 a day and 40 a workweek while working for CCMC.

71. And while exact job duties and precise locations worked may differ, Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees are all subject to CCMC's same or similar illegal policies—CCMC's straight time for overtime policy, meal break policy, and rest period policy—for similar work.

72. The Aggrieved Employees and the other Straight Time Employees are paid according to the same straight time for overtime pay scheme that CCMC imposed on Deneus-Coley.

73. Like Deneus-Coley, CCMC's other Straight Time Employees and the Aggrieved Employees are paid on an hourly basis.

1 74. Like Deneus-Coley, CCMC requires the other Straight Time Employees and the
2 Aggrieved Employees to report their hours worked.

3 75. And CCMC approves the other Straight Time Employees' and the Aggrieved
4 Employees' hours.

5 76. Thus, just as CCMC maintains records of the hours Deneus-Coley worked, it also
6 maintains records of the hours the other Straight Time Employees and the Aggrieved Employees
7 work each week.

8 77. CCMC's records show the Straight Time Employees and the Aggrieved Employees
9 (like Deneus-Coley) regularly work more than 8 hours a workday and 40 hours a workweek.

10 78. Every Straight Time Employee and the Aggrieved Employee worked more than 8
11 hours in at least one workday or 40 hours in at least one workweek during the relevant period(s).

12 79. Despite knowing the other Straight Time Employees and the Aggrieved Employees
13 regularly work overtime, they are not paid premium overtime wages, while working for CCMC.

14 80. Additionally, CCMC fails to authorize, permit, and/or make available compliant
15 meal periods to Deneus-Coley and the other Straight Time Employees and the Aggrieved
16 Employees.

17 81. Indeed, CCMC simply assumes Deneus-Coley, the Aggrieved Employees, and the
18 other Straight Time Employees receive compliant, timely, and *bona fide* meal periods each shift
19 they work (and two meal periods for shifts exceeding 10 hours).

20 82. Because CCMC misclassifies Deneus-Coley, the Aggrieved Employees, and the
21 other Straight Time Employees as independent contractors rather than as employees under the
22 Labor Code, CCMC has no incentive to provide Deneus-Coley, the Aggrieved Employees, and the
23 other Straight Time Employees with compliant or timely meal periods or rest periods.

24 83. And Deneus-Coley, the Aggrieved Employees, and the other Straight Time
25 Employees do not actually receive compliant, timely, and *bona fide* meal periods.

26 84. Instead, CCMC requires Deneus-Coley, the Aggrieved Employees, and the other
27 Straight Time Employees to remain on duty and perform compensable work, including during
28 attempted meal periods.

1 85. During these attempted meal periods, Deneus-Coley, the Aggrieved Employees,
2 and the other Straight Time Employees are not free to engage in personal activities.

3 86. Rather, during attempted meal periods, Deneus-Coley, the Aggrieved Employees,
4 and the other Straight Time Employees are necessarily forced to substantially perform their regular
5 duties and responsibilities because, for example, they must continue caring for patients requiring
6 immediate and continuous medical attention.

7 87. Thus, Deneus-Coley, the Aggrieved Employees, and the other Straight Time
8 Employees routinely spend their meal periods performing work under CCMC's direction and
9 control.

10 88. And CCMC fails to authorize, permit, and/or make available compliant rest periods
11 to Deneus-Coley, the Aggrieved Employees, and the other Straight Time Employees.

12 89. Indeed, CCMC simply assumes Deneus-Coley, the Aggrieved Employees, and the
13 other Straight Time Employees receive compliant, timely, and *bona fide* rest periods for every 4
14 hours they work or major fraction thereof.

15 90. But Deneus-Coley, the Aggrieved Employees, and the other Straight Time
16 Employees do not actually receive compliant, timely, and *bona fide* rest periods.

17 91. Instead, CCMC requires Deneus-Coley, the Aggrieved Employees, and the other
18 Straight Time Employees to remain on duty and perform compensable work throughout their shifts
19 and are not fully relieved of their duties, including during attempted rest periods.

20 92. During attempted rest periods, Deneus-Coley, the Aggrieved Employees, and the
21 other Straight Time Employees are not free to engage in personal activities.

22 93. Rather, Deneus-Coley, the Aggrieved Employees, and the other Straight Time
23 Employees are necessarily forced to substantially perform their regular patient care duties and
24 responsibilities.

25 94. Thus, Deneus-Coley, the Aggrieved Employees, and the other Straight Time
26 Employees routinely spend their rest periods performing work under CCMC's direction and
27 control.

28 95. Despite knowing it fails to provide these employees with compliant meal and rest

1 periods, CCMC also uniformly fails to pay Deneus-Coley, the Aggrieved Employees, and the other
2 Straight Time Employees the mandatory one hour of premium pay—at their regular rates of pay—
3 for the first compliant meal and rest period they are denied each workday.

4 96. Further, CCMC’s wage-and-hour violations include routinely failing to maintain
5 true and accurate records for Deneus-Coley, the Aggrieved Employees, and the other Straight
6 Time Employees.

7 97. Specifically, CCMC fails to pay Deneus-Coley, the Aggrieved Employees, and the
8 other Straight Time Employees all earned wages by failing to provide an hour of premium pay for
9 noncompliant meal and/or rest periods and fails to pay them overtime for hours worked in excess
10 of 8 a day and 40 a workweek.

11 98. Thus, CCMC uniformly fails to provide Deneus-Coley, the Aggrieved Employees,
12 and the other Straight Time Employees with accurate, itemized wage statements that accurately
13 reflect their wages actually earned, as well as meal and rest period premium pay they are owed, in
14 violation of California law.

15 99. Finally, due to CCMC’s straight time for overtime pay scheme and meal and rest
16 period policies, CCMC fails to provide the Deneus-Coley, the Aggrieved Employees, and the other
17 Straight Time Employees who have left their employment with CCMC with full payment of all
18 wages owed at the end of their employment, in violation of California law.

19 100. As these Straight Time Employees and Aggrieved Employees (including Deneus-
20 Coley) are owed unpaid wages and premium wages when their employment ends, and these
21 amounts remain unpaid under CCMC’s uniform policies and practices, CCMC uniformly fails to
22 pay all wages due upon termination, in violation of California law.

23 101. As a result, CCMC is subject to waiting time penalties.

24 102. CCMC’s violations of California law were willful, carried out in bad faith, and
25 caused significant damage to Deneus-Coley, the Aggrieved Employees, and the other Straight Time
26 Employees.

27 **C.C.P. § 382 CLASS ACTION ALLEGATIONS**

28 103. Deneus-Coley incorporates all other paragraphs by reference.

1 104. Deneus-Coley brings her claims as a class action on behalf of herself and the other
2 Straight Time Employees pursuant to Code of Civil Procedure § 382.

3 105. Like Deneus-Coley, the other Straight Time Employees are uniformly victimized
4 by CCMC's straight time for overtime pay scheme and meal period and rest period policies.

5 106. Other Straight Time Employees worked with Deneus-Coley and indicated they
6 were paid in the same manner, performed similar work, and were subject to CCMC's same straight
7 time for overtime pay scheme and meal period and rest period policies.

8 107. Based on her experience with CCMC, Deneus-Coley is aware CCMC's straight
9 time for overtime pay scheme and meal period and rest period policies were imposed on other
10 Straight Time Employees.

11 108. The Straight Time Employees are known to CCMC and can be readily identified
12 through CCMC's business and personnel records.

13 109. The Straight Time Employees are similarly situated in the most relevant respects.

14 110. Even if their precise job titles, exact duties, and locations might vary, these
15 differences do not matter for the purposes of determining their entitlement to overtime wages for
16 hours worked over 8 in a workday and 40 in a workweek, compliant meal and rest periods, premium
17 pay for missed meal and rest periods, accurate wages statements, and timely payment of wages
18 upon termination of employment.

19 111. Rather, the Straight Time Employees are held together by CCMC's straight time
20 for overtime pay scheme and meal period and rest period policies, which systematically deprived
21 Deneus-Coley and the other Straight Time Employees of their earned overtime wages, premium
22 wages, accurate wage statements, and timely wages upon termination of employment.

23 112. CCMC's records reflect the number of hours the Straight Time Employees
24 recorded each workday and workweek.

25 113. And CCMC's records show it failed to pay the Straight Time Employees overtime
26 for hours worked in excess of 8 a day and 40 a week, as well as premium pay for numerous days it
27 denied them compliant meal and rest periods.

28 114. The back wages owed to Deneus-Coley and the other Straight Time Employees can

1 therefore be calculated using the same formula applied to the same records.

2 115. Even if the issue of damages were somewhat individual in character, the damages
3 can be calculated by reference to CCMC's records, and there is no detracting from the common
4 nucleus of liability facts.

5 116. Therefore, the issue of damages does not preclude class treatment.

6 117. And Deneus-Coley's experiences are therefore typical of the experiences of the
7 other Straight Time Employees.

8 118. Deneus-Coley has no interest contrary to, or in conflict with, the interests of other
9 Straight Time Employees that would prevent class treatment.

10 119. Like each Straight Time Employee, Deneus-Coley has an interest in obtaining the
11 unpaid wages owed to them under California law.

12 120. Deneus-Coley and her counsel will fairly and adequately represent the Straight
13 Time Employees and their interests.

14 121. Indeed, Deneus-Coley retained counsel with significant experience in handling
15 complex class action litigation.

16 122. A class action, such as this one, is superior to other available means for fair and
17 efficient adjudication of this matter.

18 123. Absent this class action, many Straight Time Employees will not obtain redress for
19 their injuries, and CCMC will reap the unjust benefits of violating California labor laws.

20 124. Further, even if some of the Straight Time Employees could afford individual
21 litigation against CCMC, it would be unduly burdensome to the judicial system.

22 125. Indeed, the multiplicity of actions would create a hardship for the Straight Time
23 Employees, the Court, and CCMC.

24 126. Conversely, concentrating the litigation in one forum will promote judicial economy
25 and consistency, as well as parity among the Straight Time Employees' claims.

26 127. The questions of law and fact that are common to each Straight Time Employee
27 predominate over any questions affecting solely the individual members.

28 128. The common questions of law and fact include:

- a. Whether CCMC failed to pay the Straight Time Employees overtime wages for all overtime hours worked;
- b. Whether CCMC failed to pay its Straight Time Employees one hour of premium pay for each day it deprived them of compliant meal period(s);
- c. Whether CCMC failed to pay its Straight Time Employees one hour of premium pay for each day it failed to provide them with compliant rest period(s);
- d. Whether CCMC failed to provide its Straight Time Employees with accurate, itemized wage statements;
- e. Whether CCMC failed to timely pay all earned wages to the Straight Time Employees upon termination of employment;
- f. Whether CCMC's decision not to pay the Straight Time Employees overtime wages for all hours worked, including overtime hours, was made in good faith;
- g. Whether CCMC's decision not to pay the Straight Time Employees premium pay for each day it denied them a compliant meal and/or rest period was made in good faith;
- h. Whether CCMC's decision not to provide the Straight Time Employees with accurate itemized wage statements was made in good faith; and
- i. Whether CCMC's violations were willful.

129. Deneus-Coley knows of no difficulty that will be encountered in the management of this litigation that would preclude its ability to go forward as a class action.

130. As part of its regular business practices, CCMC intentionally, willfully, and repeatedly violated California law concerning Deneus-Coley and the other Straight Time Employees.

1 131. CCMC's illegal policies deprived Deneus-Coley and the other Straight Time
2 Employees of the earned overtime wages, meal and rest periods, premium pay for missed breaks,
3 timely pay upon termination of employment, and accurate wage statements they are owed under
4 California law.

5 **CCMC'S VIOLATIONS OF CALIFORNIA LAW WERE WILLFUL**
6 **AND DONE IN RECKLESS DISREGARD OF CALIFORNIA LAW**

7 132. Deneus-Coley incorporates all other paragraphs by reference.

8 133. CCMC knew it was subject to the California Labor Code's and applicable IWC
9 Wage Order's overtime provisions.

10 134. CCMC knew the California Labor Code and applicable IWC Wage Order(s)
11 required it to pay non-exempt employees, including the Straight Time Employees and the
12 Aggrieved Employees, overtime wages at rates not less than 1.5 times their regular rates of pay for
13 all hours worked after 8 in a workday and 40 in a workweek.

14 135. CCMC knew each Straight Time Employee and each Aggrieved Employee worked
15 more than 8 hours in at least one workday and/or more than 40 hours in at least one workweek
16 during the 4 years before this Complaint was filed because it required them to report their hours
17 worked.

18 136. CCMC knew the Straight Time Employees and the Aggrieved Employees were
19 non-exempt employees entitled to overtime wages.

20 137. CCMC knew the Straight Time Employees and the Aggrieved Employees were its
21 hourly employees.

22 138. CCMC knew it paid the Straight Time Employees and the Aggrieved Employees on
23 an hourly basis.

24 139. CCMC knew the California Labor Code and applicable IWC Wage Orders required
25 it to provide nonexempt employees, including the Straight Time Employees and the Aggrieved
26 Employees, with a 30-minute, duty free meal period for every five hours worked no later than the
27 end of the fifth hour of work.

28 140. CCMC knew the California Labor Code and applicable IWC Wage Orders required

1 it to pay employees, including the Straight Time Employees and the Aggrieved Employees, one
2 hour of premium pay for each day they are denied a compliant meal period.

3 141. CCMC knew the Straight Time Employees and the Aggrieved Employees did not
4 receive compliant meal periods.

5 142. Nonetheless, CCMC did not pay the Straight Time Employees and the Aggrieved
6 Employees one hour of premium pay each day it denied them a compliant meal period.

7 143. CCMC's failure to provide its Straight Time Employees and the Aggrieved
8 Employees with compliant meal periods was neither reasonable nor was its decision not to pay
9 these employees one hour of premium pay each day it denied them a compliant meal period made
10 in good faith.

11 144. CCMC knew the California Labor Code and applicable IWC Wage Orders required
12 it to provide employees, including the Straight Time Employees and the Aggrieved Employees,
13 with 10-minute, duty free rest periods every 4 hours worked or major fraction thereof.

14 145. CCMC knew the California Labor Code and applicable IWC Wage Orders required
15 it to pay employees, including the Straight Time Employees and the Aggrieved Employees, one
16 hour of premium pay for each day they are denied a compliant rest period.

17 146. CCMC knew the Straight Time Employees and the Aggrieved Employees did not
18 receive compliant rest periods.

19 147. Nonetheless, CCMC did not pay the Straight Time Employees and the Aggrieved
20 Employees one hour of premium pay each day it denied them a compliant rest period.

21 148. CCMC's failure to provide its Straight Time Employees and its Aggrieved
22 Employees with compliant rest periods was neither reasonable nor was its decision not to pay these
23 employees one hour of premium pay each day it denied them a compliant rest period made in good
24 faith.

25 149. CCMC knew the California Labor Code and applicable IWC Wage Orders required
26 it to provide the Straight Time Employees and the Aggrieved Employees with accurate itemized
27 wage statements.

28 150. Nonetheless, CCMC knew the wage statements it provided to the Straight Time

1 Employees and the Aggrieved Employees did not accurately reflect their actual overtime wages
2 earned, their actual gross and net wages earned, and/or their premium pay for missed meal and rest
3 periods.

4 151. CCMC's failure to provide the Straight Time Employees and the Aggrieved
5 Employees with accurate wage statements was neither reasonable nor was its decision not to
6 provide these employees with accurate wage statements made in good faith.

7 152. CCMC knew, should have known, or recklessly disregarded whether its conduct
8 described in this Complaint violated the California Labor Code and applicable IWC Wage Order(s).

9 153. CCMC knowingly, willfully, and/or in reckless disregard carried out its illegal
10 policies that systematically deprived Deneus-Coley, the Aggrieved Employees, and the other
11 Straight Time Employees of their earned overtime wages, rest and meal periods, premium pay for
12 missed rest and meal periods, and accurate wage statements in violation of the California Labor
13 Code and applicable IWC Wage Order(s).

14 154. In sum, CCMC's violations were willful, carried out in bad faith, and caused
15 significant damage to Deneus-Coley, the Aggrieved Employees, and the other Straight Time
16 Employees.

17 COUNT I

18 **FAILURE TO PAY OVERTIME PURSUANT TO LAB. CODE § 510**

19 155. Deneus-Coley incorporates all other paragraphs by reference.

20 156. Deneus-Coley brings her overtime time claims under the California Labor Code and
21 IWC Wage Order(s) as a class action on behalf of herself and the other Straight Time Employees
22 pursuant to Code of Civil Procedure § 382.

23 157. At all relevant times, CCMC was subject to the Labor Code and applicable Wage
24 Order(s) because CCMC was (and is) an "employer" within the meaning of the Labor Code and
25 applicable Wage Order(s).

26 158. At all relevant times, CCMC employed Deneus-Coley and the other Straight Time
27 Employees as its covered "employees" within the meaning prescribed in the Labor Code.

28 159. Deneus-Coley and the other Straight Time Employees are entitled to under the

1 Labor Code and applicable Wage Orders.

2 160. Labor Code § 510(a) provides:

3 Eight hours of labor constitutes a day's work. Any work in excess of
4 eight hours in one workday and any work in excess of 40 hours in any
5 one workweek and the first eight hours worked on the seventh day of
6 work in any one workweek shall be compensated at the rate of no less
than one and one-half times the regular rate of pay for an employee.
Any work in excess of 12 hours in one day shall be compensated at
the rate of no less than twice the regular rate of pay for an employee.

7 161. IWC Wage Order 17-2001(4) states that employees:

8 ... shall not be employed more than eight (8) hours in any workday
9 or more than 40 hours in any workweek unless the employee receives
one and one-half (1½) times such employee's regular rate of pay for
10 all hours worked over 40 hours in the workweek. Eight (8) hours of
labor constitutes a day's work. Employment beyond eight (8) hours
11 in any workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for such
12 overtime at not less than ... [o]ne and one-half (1½) times the
employee's regular rate of pay for all hours worked in excess of eight
13 (8) hours up to and including 12 hours in any workday, and for the
first eight (8) hours worked on the seventh (7th) consecutive day of
work in a workweek....

14 162. Labor Code § 1194(a) provides:

15 Notwithstanding any agreement to work for a lesser wage, any
16 employee receiving less than the legal minimum wage or the legal
overtime compensation applicable to the employee is entitled to
17 recover in a civil action the unpaid balance of the full amount of this
minimum wage or overtime compensation, including interest
18 thereon, reasonable attorneys' fees, and costs of suit.

19 163. Labor Code § 1198 makes it unlawful for employers, like CCMC, to employ
20 employees, including Deneus-Coley and the other Straight Time Employees, under conditions that
21 violate the IWC Wage Order(s).

22 164. Despite regularly working over 8 hours a day and/or 40 hours in a workweek as part
23 of their normal and regular schedules, CCMC did not pay Deneus-Coley and the other Straight
24 Time Employees overtime wages for all overtime hours worked, including those worked "off the
25 clock."

26 165. CCMC's unlawful conduct harmed Deneus-Coley and the other Straight Time
27 Employees by depriving them of the overtime wages they are owed under California law.

28 166. Accordingly, CCMC owes Deneus-Coley and the other Straight Time Employees

1 the unpaid balance of the full amount of overtime wages owed and interest at the highest applicable
2 rates.

3 Finally, CCMC is also liable to Deneus-Coley and the other Straight Time Employees for their
4 reasonable attorneys' fees and costs incurred in this action.

5 **COUNT II**

6 **FAILURE TO AUTHORIZE, PERMIT, AND/OR MAKE AVAILABLE REST PERIODS**

7 **PURSUANT TO LAB. CODE §§ 226.7 & 512**

8 167. Deneus-Coley incorporates all other paragraphs by reference.

9 168. Deneus-Coley brings her meal and rest period claim under the California Labor
10 Code and IWC Wage Order(s) as a class action on behalf of herself and the other Straight Time
11 Employees pursuant to Code of Civil Procedure § 382.

12 169. At all relevant times, CCMC was subject to the Labor Code and applicable Wage
13 Orders.

14 170. At all relevant times, CCMC was Deneus-Coley's and each Straight Time
15 Employee's "employer" within the meaning prescribed in the Labor Code.

16 171. At all relevant times, Deneus-Coley and each Straight Time Employee was
17 CCMC's "employee" within the meaning prescribed in the Labor Code.

18 172. At all relevant times, Deneus-Coley and the other Straight Time Employees were
19 entitled to compliant, *bona fide* meal and rest periods under the California Labor Code and
20 applicable IWC Wage Order(s).

21 173. Sections 226.7 and 512 of the California Labor Code and applicable IWC Wage
22 Order(s) require employers, like CCMC, to authorize and permit meal and rest periods to their
23 employees, including Deneus-Coley and the other Straight Time Employees.

24 174. Specifically, Sections 226.7 and 512 of the California Labor Code and applicable
25 IWC Wage Order(s) require employers, like CCMC, to provide employees, including Deneus-
26 Coley and the other Straight Time Employees, one uninterrupted 30-minute meal period when
27 they work more than 5 hours per day and a second uninterrupted 30-minute meal period when they
28 work more than 10 hours in day.

1 175. Similarly, Section 226.7 of the California Labor Code and the applicable Wage
2 Orders, also requires employers, like CCMC, to authorize and permit employees, including
3 Deneus-Coley and the other Straight Time Employees, to take 10 minutes of rest time per 4 hours
4 (or major fraction thereof) of work, and to pay employees their full wages during those rest periods.

5 176. Unless employees are relieved of all duties during their 30-minute meal period(s)
6 and 10-minute rest period(s), the employees are considered “on duty,” and the meal/rest period
7 must be counted as time worked under the applicable IWC Wage Order(s).

8 177. Pursuant to Section 226.7(b) of the California Labor Code and applicable IWC
9 Wage Order(s), employers, like CCMC, who fail to provide an employee with a required meal
10 and/or rest period must, as compensation, pay the employee one hour of pay at the employee’s
11 regular rate for each day that the meal and/or rest period was not authorized or permitted.

12 178. At all relevant times, CCMC routinely failed to make meal periods available to
13 Deneus-Coley and the other Straight Time Employees.

14 179. Despite long days regularly lasting in excess of 12 hours, Deneus-Coley and the
15 other Straight Time Employees are regularly unable to take a meal period, prevented from timely
16 taking a meal period, are otherwise subject to interruption during their meal periods, and are
17 frequently interrupted during their attempted meal periods.

18 180. Deneus-Coley and the other Straight Time Employees are not paid one hour of
19 premium pay for their missed meal periods as required by California law.

20 181. Similar to meal periods, at all relevant times, CCMC regularly fails to make rest
21 periods available to Deneus-Coley and the other Straight Time Employees.

22 182. When available, if ever, Deneus-Coley’s and the other Straight Time Employees’
23 rest periods were often not compliant, but rather, were generally untimely and/or short.

24 183. Deneus-Coley and the other Straight Time Employees do not receive premium pay
25 for their missed rest periods as required by California law.

26 184. CCMC’s unlawful conduct harmed Deneus-Coley and the other Straight Time
27 Employees by depriving them of compliant meal and rest periods, as well as premium pay.
28

1 185. CCMC knowingly, willfully, or in reckless disregard carried out this pattern or
2 practice of failing to provide Deneus-Coley and the other Straight Time Employees compliant meal
3 and rest periods and required premium pay for missed meal and rest periods.

4 186. Accordingly, Deneus-Coley and the other Straight Time Employees are entitled to
5 compensation for CCMC's failure to authorize, permit, and/or make available meal and rest
6 periods, plus interest, attorneys' fees, expenses and costs of suit.

7 **COUNT III**

8 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

9 **PURSUANT TO LAB. CODE § 226**

10 187. Deneus-Coley incorporates all other paragraphs by reference.

11 188. Deneus-Coley brings her wage statement claim under the California Labor Code
12 and IWC Wage Order(s) as a class action on behalf of herself and the other Straight Time
13 Employees pursuant to Code of Civil Procedure § 382.

14 189. At all relevant times, CCMC was subject to the Labor Code and applicable Wage
15 Order(s) because CCMC was (and is) an "employer" within the meaning of the Labor Code and
16 applicable Wage Order(s).

17 190. At all relevant times, CCMC employed Deneus-Coley and the other Straight Time
18 Employees as its covered "employees" within the meaning prescribed in the Labor Code.

19 191. Labor Code § 226(a) provides:

20 An employer, semimonthly or at the time of each payment of wages,
21 shall furnish to his or her employees, either as a detachable part of
22 the check, draft, or voucher paying the employee's wages, or
23 separately if wages are paid by personal check or cash, an accurate
24 itemized statement in writing showing: (1) gross wages earned, (2)
25 total hours worked by the employee, except as provided in
26 subdivision (j), (3) the number of piece-rate units earned and any
27 applicable piece rate if the employee is paid on a piece-rate basis, (4)
28 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 only the last four
digits of his or her social security number, (8) the name and address
of the legal entity that is the employer and, if the employer is a farm
labor contractor, as defined in subdivision (b) of Section 1682, the
name and address of the legal entity that secured the services of 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 The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

192. The applicable Wage Order(s) establish similar wage statement requirements.

193. Labor Code § 226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

194. As a result of its aforementioned illegal practices, CCMC does not provide timely, accurate itemized wage statements to Deneus-Coley and the other Straight Time Employees, in violation of Labor Code § 226(a) and the applicable Wage Order(s).

195. Specifically, the wage statements CCMC provides Deneus-Coley, and the other Straight Time Employees do not accurately reflect their actual gross wages earned, their actual overtime wages earned, their premium pay earned, or their actual net wages earned.

196. CCMC's unlawful conduct harmed Deneus-Coley and the other Straight Time Employees by depriving them of the accurate wage statements they are entitled to under California law.

197. Accordingly, CCMC is liable to Deneus-Coley and the other Straight Time Employees for the amounts described above, plus interest.

198. Finally, CCMC is also liable to Deneus-Coley and the other Straight Time Employees for their reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code § 226(e).

COUNT IV

WAITING TIME PENALTIES PURSUANT TO LAB. CODE §§ 201-203

199. Deneus-Coley incorporates all other paragraphs by reference.

200. Deneus-Coley brings her waiting time penalties claim under the California Labor

1 Code and IWC Wage Order(s) as a class action on behalf of herself and the other Straight Time
2 Employees who have left their employment with CCMC pursuant to Code of Civil Procedure §
3 382.

4 201. At all relevant times, CCMC was subject to the Labor Code and applicable Wage
5 Order(s) because CCMC was (and is) an “employer” within the meaning of the Labor Code and
6 applicable Wage Order(s).

7 202. At all relevant times, CCMC employed Deneus-Coley and the other Straight Time
8 Employees as its covered “employees” within the meaning prescribed in the Labor Code.

9 203. Labor Code § 201 provides: “If an employer discharges an employee, the wages
10 earned and unpaid at the time of discharge are due and payable immediately.”

11 204. Labor Code § 202 provides: “If an employee not having a written contract for a
12 definite period quits his or her employment, his or her wages shall become due and payable not
13 later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

15 205. Labor Code § 203 provides, in relevant part:

16 If an employer willfully fails to pay, without abatement or
17 reduction, in accordance with Sections 201, 201.5, 202, and
18 205.5, any wages of an employee who is discharged or who quits,
19 the wages of the employee shall continue as a penalty from the
due date thereof at the same rate until paid or until an action
therefor is commenced; but the wages shall not continue for
more than 30 days.

20 206. Deneus-Coley and some of the other Straight Time Employees have left their
21 employment with CCMC, at which time CCMC owed them unpaid wages.

22 207. These earned, but unpaid, wages derive from the unpaid earned wages, overtime
23 pay, and premium pay CCMC owes Deneus-Coley and the other Straight Time Employees.

24 208. CCMC willfully refused and continues to refuse to pay Deneus-Coley and the other
25 Straight Time Employees all wages due and owing to them, in the form of earned wages, overtime
26 pay, and premium pay, upon the end of their employment as a result of CCMC’s illegal policies.

27 209. CCMC’s unlawful conduct harmed Deneus-Coley and the other Straight Time
28 Employees by depriving them of the earnings and interest they are owed under California law.

210. Accordingly, CCMC is liable to Deneus-Coley and other Straight Time Employees for all penalties owing pursuant to Labor Code §§ 201-203.

211. Labor Code § 203 provides that an employee's wages will continue as a penalty up to 30 days from the time the wages were due.

212. Therefore, Deneus-Coley and other Straight Time Employees are entitled to penalties pursuant to Labor Code § 203, plus interest.

COUNT V

VIOLATION OF CALIFORNIA UCL

PURSUANT TO BUS. & PROF. CODE §§ 17200, ET SEQ.

213. Deneus-Coley incorporates all other paragraphs by reference.

214. Deneus-Coley brings her UCL claim as a class action on behalf of herself and the other Straight Time Employees pursuant to Code of Civil Procedure § 382.

215. California Business and Professions Code § 17200, *et seq.*, prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business acts or practices.

216. Business and Professions Code § 17204 allows a person injured by the unfair business acts or practices to prosecute a civil action for violation of the UCL.

217. Labor Code § 90.5(a) states it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

218. Beginning at an exact date unknown to Deneus-Coley, but at least during the 4 years prior to the filing of this Complaint, CCMC committed acts of unfair competition as defined by the UCL, engaging in the unlawful, unfair, and fraudulent business acts and practices described in this Complaint, including, but not limited to:

- a. Violations of Labor Code § 204 pertaining to failure to pay all wages owed;
- b. Violations of Labor Code § 510 and IWC Wage Order 17-2001 pertaining

1 to overtime;

2 c. Violations of Labor Code §§ 226.7 and 512 and Wage Order 17-2001

3 pertaining to meal and rest periods; and

4 d. Violations of Labor Code § 226 regarding accurate, timely itemized wage
5 statements.

6 219. CCMC's violations of these California laws and regulations, as well as the
7 fundamental California public policies protecting wages, serve as unlawful predicate acts and
8 practices for purposes of Business and Professions Code §§ 17200, *et seq.*

9 220. CCMC's acts and practices described above constitute unfair, unlawful, and
10 fraudulent business practices and unfair competition within the meaning of Business and
11 Professions Code §§ 17200, *et seq.*

12 221. Among other things, CCMC's acts and practices have taken from Deneus-Coley
13 and the other Straight Time Employees' wages rightfully earned from them, while enabling CCMC
14 to gain an unfair competitive advantage over law-abiding employers and competitors.

15 222. Business and Professions Code § 17203 provides that a court may make such orders
16 or judgments as may be necessary to prevent the use or employment by any person of any practice
17 which constitutes unfair competition.

18 223. Injunctive relief is necessary and appropriate to prevent CCMC from repeating the
19 unlawful, unfair, and fraudulent business acts and practices alleged in this Complaint.

20 224. CCMC's unlawful conduct harmed Deneus-Coley and the other Straight Time
21 Employees by depriving them of money and property, in the form of unpaid wages which are due
22 and payable to them.

23 225. Business and Professions Code § 17203 provides that the Court may restore to any
24 person in interest any money or property which may have been acquired by means of such unfair
25 competition.

26 226. Deneus-Coley and the other Straight Time Employees are entitled to restitution
27 pursuant to Business and Professions Code § 17203 for all wages and payments unlawfully withheld
28 from them during the 4-year period prior to the filing of this Complaint.

227. Deneus-Coley's success in this action will enforce important rights affecting the public interest and, in that regard, Deneus-Coley sues on behalf of herself, as well as the other similarly situated Straight Time Employees.

228. Accordingly, Deneus-Coley and the other Straight Time Employees seek and are entitled to unpaid wages, declaratory and injunctive relief, and all other equitable remedies owing to them.

229. Deneus-Coley takes it upon herself to enforce these laws and lawful claims. There is a financial burden involved in pursuing this action, and the action is seeking to vindicate a public right and it would be against the interests of justice to penalize Deneus-Coley by forcing her to pay attorneys' fees from the recovery in this action.

230. Thus, Attorneys' fees are appropriately awarded to Deneus-Coley pursuant to Code of Civil Procedure § 1021.5 and otherwise.

COUNT VI

PAGA CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(a)

231. Deneus-Coley incorporates all other paragraphs by reference.

232. Labor Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

233. Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

234. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either

as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her 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.

235. Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

236. Labor Code § 226.3 provides:

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

237. Labor Code § 226.7 provides:

(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular

rate of compensation for each work day that the meal or rest period is not provided.

238. Labor Code § 512(a) provides:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

239. Labor Code § 558(a) and (c) provide:

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

240. Deneus-Coley seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by CCMC, as alleged above, to timely pay all wages owed to Aggrieved Employees in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203. Deneus-Coley seeks such penalties as an alternative to the penalties available to individual litigants under Labor Code § 203 where applicable, as prayed for herein.

241. Deneus-Coley also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by CCMC, alleged above, to provide Deneus-Coley and Aggrieved Employees compliant and timely meal and rest periods in violation of Labor Code §§ 226.7 and 512.

242. Deneus-Coley also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by CCMC, alleged above, to provide Deneus-Coley and Aggrieved Employees an accurate,

1 itemized wage statement in compliance with Labor Code § 226(a) in the amounts established by
2 Labor Code § 226(e).

3 243. Deneus-Coley also seeks civil penalties in the amounts described under Labor Code
4 § 558 pursuant to Labor Code § 2699(a) for each pay period in which CCMC, as alleged above,
5 failed to pay Plaintiff and Aggrieved Employees for all overtime wages and double wages owed due
6 to NES's straight-time-for-overtime pay scheme.

7 244. Pursuant to Labor Code § 2699.3(a)(1) and (2), Deneus-Coley provided the Labor
8 and Workforce Development Agency ("LWDA") with notice of her intention to file this claim on
9 November 18, 2024. More than sixty-five (65) calendar days have passed without notice from the
10 LWDA. As such, Deneus-Coley satisfied the administrative prerequisites to commence this civil
11 action in compliance with § 2699.3(a).

12 245. Deneus-Coley seeks the aforementioned penalties on behalf of the State, other
13 Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(i).

14 246. CCMC is liable to Deneus-Coley, Aggrieved Employees, and the State of California
15 for the civil penalties set forth in this Complaint, with interest thereon. Deneus-Coley is also
16 entitled to an award of attorneys' fees and costs as set forth below.

17 247. Wherefore, Deneus-Coley and the Aggrieved Employees request relief as
18 hereinafter provided.

19 COUNT VII

20 **PAGA CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f)**

21 248. Deneus-Coley incorporates all other paragraphs by reference.

22 249. Labor Code § 2699(f) provides:

23 For all provisions of this code except those for which a civil penalty
24 is specifically provided, there is established a civil penalty for a
25 violation of these provisions, as follows: . . . (2) If, at the time of the
26 alleged violation, the person employs one or more employees, the
27 civil penalty is one hundred dollars (\$100) for each aggrieved
28 employee per pay period for the initial violation and two hundred
dollars (\$200) for each aggrieved employee per pay period for each
subsequent violation.

1 250. Labor Code § 200 defines wages as “all amounts of labor performed by employees
2 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
3 commission basis or other method of calculation.” All such wages are subject to California’s
4 overtime requirements, including those set forth above.

5 251. Labor Code § 204(a) provides that “[a]ll wages . . . earned by any person in any
6 employment are due and payable twice during each calendar month[.]”

7 252. Labor Code § 510(a) provides:

8 Eight hours of labor constitutes a day’s work. Any work in excess of
9 eight hours in one workday and any work in excess of 40 hours in any
10 one workweek and the first eight hours worked on the seventh day of
11 work in any one workweek shall be compensated at the rate of no less
than one and one-half times the regular rate of pay for an employee.
Any work in excess of 12 hours in one day shall be compensated at
the rate of no less than twice the regular rate of pay for an employee.

12 253. IWC Wage Order 4-2001(3)(A)(1), & (3) states that employees:

13 ...shall not be employed more than eight (8) hours in any workday
14 or more than 40 hours in any workweek unless the employee receives
one and one-half (1 ½) times such employee’s regular rate of pay for
15 all hours worked over 40 hours in the workweek. Eight (8) hours of
labor constitutes a day’s work. Employment beyond eight (8) hours
16 in any workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for such
overtime at not less than ... [o]ne and one-half (1½) times the
17 employee’s regular rate of pay for all hours worked in excess of eight
(8) hours up to and including 12 hours in any workday, and for the
18 first eight (8) hours worked on the seventh (7th) consecutive day of
work in a workweek....

19 254. Labor Code § 1194(a) provides as follows:

20 Notwithstanding any agreement to work for a lesser wage, any
21 employee receiving less than the legal minimum wage or the legal
overtime compensation applicable to the employee is entitled to
22 recover in a civil action the unpaid balance of the full amount of this
minimum wage or overtime compensation, including interest
23 thereon, reasonable attorneys’ fees, and costs of suit.

24 255. Labor Code § 1198 makes it unlawful for employers to employ employees under
25 conditions that violate the Wage Order.

26 256. To the extent that any violation alleged herein does not carry penalties under Labor
27 Code § 2699(a), Deneus-Coley seeks civil penalties pursuant to Labor Code § 2699(f) for Deneus-
28 Coley and Aggrieved Employees for each pay period in which he/she was aggrieved, in the amounts

1 established by Labor Code § 2699(f). Deneus-Coley seeks civil penalties under Labor Code §
2 2699(f) for CCMC's violations of Labor Code §§ 510, 1194, 1194.5, and 1198.

3 257. Pursuant to Labor Code § 2699.3(a)(1) and (2), Deneus-Coley provided the LWDA
4 with notice of her intention to file this claim on November 18, 2024. More than sixty-five (65)
5 calendar days have passed without notice from the LWDA. As such, Deneus-Coley satisfied the
6 administrative prerequisites to commence this civil action in compliance with § 2699.3(a). More
7 than sixty-five (65) calendar days have passed without notice from the LWDA. As such, Deneus-
8 Coley satisfied the administrative prerequisites to commence this civil action in compliance with §
9 2699.3(a).

10 258. Deneus-Coley seeks the aforementioned penalties on behalf of the Aggrieved
11 Employees and the State of California as set forth in the Labor Code § 2699(g) and (i).

12 259. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
13 each aggrieved employee per pay period for the initial violation of a Labor Code provision that does
14 not provide for a civil penalty if, at the time of the violation, the employer employs one or more
15 employees. Labor Code § 2699(f)(2) provides for a civil penalty of two hundred dollars (\$200) for
16 each aggrieved employee per pay period for each subsequent violation of a Labor Code provision
17 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
18 more employees.

19 260. CCMC is liable to the State of California and Aggrieved Employees for the civil
20 penalties set forth in this Complaint.

21 261. Deneus-Coley is also entitled to an award of attorneys' fees and costs.

22 262. Wherefore, Deneus-Coley and the Aggrieved Employees request relief as
23 hereinafter provided.

24 **RELIEF SOUGHT**

25 WHEREFORE, Deneus-Coley, individually and on behalf of the other Straight Time
26 Employees, the State of California, and the Aggrieved Employees, seeks the following relief:

- 27 a. An Order certifying this lawsuit as a class action pursuant to CCP § 382
28 with respect to the Straight Time Employees;

- b. An Order appointing Deneus-Coley and her counsel to represent the interests of the Straight Time Employees;
- c. Damages and restitution according to proof at trial for all unpaid wages and other injuries, as provided by the Labor Code and Business & Professions Code;
- d. An order awarding civil penalties against CCMC to the fullest extent provided for by PAGA;
- e. For a Declaratory Judgment that CCMC violated the Labor Code, California law, and public policy as alleged herein;
- f. An Order finding CCMC liable to Deneus-Coley and the other Straight Time Employees for their unpaid overtime wages, premium pay, statutory damages, and any other penalties owed under the California Labor Code, the applicable IWC Wage Order(s), and the UCL;
- g. A Declaratory Judgment that CCMC violated the UCL as a result of the aforementioned violations of the California Labor Code and applicable IWC Wage Order(s);
- h. For preliminary, permanent, and mandatory injunctive relief prohibiting CCMC, its officers, agents, and all those acting in concert with them from committing those violations of law herein alleged in the future;
- i. For an equitable accounting to identify, locate, and restore all current and former employees the wages and compensatory damages they are due, with interest thereon at the highest rates allowable by law;
- j. Judgment awarding Deneus-Coley and the other Straight Time Employees all unpaid wages, overtime wages, premium pay, statutory damages, and any other penalties available under the California Labor Code, the applicable IWC Wage Order(s), and/or the UCL;
- k. An Order awarding attorney's fees, costs, and expenses as provided by the Labor Code, Code of Civil Procedure § 1021.5, the laws of the State

1 of California, and/or other applicable law;

2 l. Pre- and post-judgment interest at the highest applicable rates; and

3 m. Such other and further relief as may be necessary and appropriate.

4
5 Date: January 23, 2025

Respectfully submitted,

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7 

8 William M. Hogg
JOSEPHSON DUNLAP LLP

9 *Counsel for Deneus-Coley, on Behalf of the*
10 *State of California, Aggrieved Employees, and*
11 *Straight Time Employees*

12
13 **DEMAND FOR JURY TRIAL**

14 Deneus-Coley hereby demands a jury trial on all claims and issues, as she and the other
15 Straight Time Employees are entitled to a jury.

16
17 Date: January 23, 2025

Respectfully submitted,

18
19 

20 William M. Hogg
JOSEPHSON DUNLAP LLP

21 *Counsel for Deneus-Coley, on Behalf of the*
22 *State of California, Aggrieved Employees, and*
23 *Straight Time Employees*