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 Superior Court of California,
 County of Los Angeles
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 David W. Slayton,
 Executive Officer/Clerk of Court,
 By K. Friedman, Deputy Clerk

Attorney for Plaintiff,
 STEVEN SALCEDO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR
 THE COUNTY OF LOS ANGELES – POMONA COURTHOUSE SOUTH**

STEVEN SALCEDO, an individual, on behalf of
 himself, other current and former aggrieved
 employees, and the State of California, as a
 private attorneys general,

Plaintiff,

vs.

CASA COLINA SURGERY CENTER, LLC
 d/b/a CASA COLINA SURGERY CENTER, LP,
 a Tennessee corporation; CASA COLINA, INC.,
 a California corporation; AMSURG, LLC, a
 Delaware corporation; AMSURG HOLDINGS,
 LLC; AMSURG CMC ASC VENTURES, LLC, a
 Delaware corporation; GUY NAKAHAMA, an
 individual; and DOES 1 through 25, Inclusive,

Defendants.

Case No. 25PSCV00138

**FIRST AMENDED COMPLAINT FOR ALL
 APPLICABLE DAMAGES FOR:**

1. Violations of *Cal. Labor Code* §§ 1194 & 1194.2
2. Violations of *Cal. Labor Code* § 510
3. Violations of *Cal. Labor Code* § 226.7
4. Violations of *Cal. Labor Code* §§ 512 & 226.7
5. Violations of *Cal. Labor Code* §§ 204 & 210
6. Violations of *Cal. Labor Code* § 226
7. Violations of *Cal. Labor Code* § 2802
8. Violations of *Cal. Labor Code* §§ 201, 203 & 208
9. Violations of *Cal. Bus. & Prof. Code* § 17200
10. Violations of *Cal. Labor Code* § 2698, *et. seq.*

**COMPLAINT FOR PENALTIES AND
 INJUNCTIVE RELIEF FOR:**

11. Violations of *Cal. Labor Code* § 226(c)
12. Violations of *Cal. Labor Code* § 1198.5

DEMAND FOR JURY TRIAL

1 Plaintiff STEVEN SALCEDO (hereinafter individually referred to as “PLAINTIFF”), on
2 behalf of (1) himself individually and as an aggrieved employee, (2) other current and former
3 aggrieved employees, and (3) the State of California as a private attorneys general, under the
4 Private Attorneys General Act of 2004, *California Labor Code* section 2698, *et seq.* (hereinafter
5 referred to as “PAGA”) hereby alleges and states as follows:

6
7 **PARTIES**

- 8 1. At all times relevant herein, Defendant CASA COLINA SURGERY CENTER, LLC d/b/a
9 CASA COLINA SURGERY CENTER, LP (hereinafter “DEFENDANT CASA LLC”) was and
10 is a Tennessee corporation doing business in the State of California, County of Los Angeles,
11 and other southern California counties.
- 12 2. At all times relevant herein, Defendant CASA COLINA, INC. (hereinafter “DEFENDANT
13 CASA INC”) was and is a California corporation doing business in the State of California,
14 County of Los Angeles, and other southern California counties.
- 15 3. At all times relevant herein, Defendant AMSURG, LLC (hereinafter “DEFENDANT
16 AMSURG”) was and is a Delaware corporation doing business in the State of California,
17 County of Los Angeles, and other southern California counties.
- 18 4. At all times relevant herein, Defendant AMSURG HOLDINGS, LLC (hereinafter
19 “DEFENDANT AMSURG HOLDINGS”) was and is a Delaware corporation doing business in
20 the State of California, County of Los Angeles, and other southern California counties.
- 21 5. At all times relevant herein, Defendant AMSURG CMC ASC VENTURES, LLC (hereinafter
22 “DEFENDANT AMSURG CMC”) was and is a Delaware corporation doing business in the
23 State of California, County of Los Angeles, and other southern California counties.
- 24 6. Hereinafter, DEFENDANT CASA LLC, DEFENDANT CASA INC, and DOES 1 through 25
25 are collectively referred to as “CASA DEFENDANTS.”
- 26 7. Hereinafter, DEFENDANT AMSURG, DEFENDANT AMSURG HOLDINGS, DEFENDANT
27 AMSURG CMC, and DOES 1 through 25 are collectively referred to as “AMSURG
28 DEFENDANTS.”

- 1 8. Hereinafter, CASA DEFENDANTS, AMSURG DEFENDANTS, and DOES 1 through 25 are
2 collectively referred to as “CORPORATE DEFENDANTS.”
- 3 9. At all times relevant herein, Defendant GUY NAKAHAMA (hereinafter referred to as
4 “DEFENDANT NAKAHAMA”) is/was a/the managing lead technician for CORPORATE
5 DEFENDANTS, acting within a supervisory and/or managerial role, in State of California,
6 County of Los Angeles.
- 7 10. PLAINTIFF is informed and believes, and therefore alleges, that DEFENDANT NAKAHAMA
8 was and is a “managing and/or supervisory agent” of CORPORATE DEFENDANTS, as the
9 term was defined by the California Supreme Court in *White v. Ultramar, Inc.* (1999) 21 Cal.4th
10 563 and *California Code Civil Procedure* section 3294.
- 11 11. Hereinafter, DEFENDANT NAKAHAMA, and DOES 1 through 25 are hereinafter collectively
12 referred to as “INDIVIDUAL DEFENDANTS.”
- 13 12. CORPORATE DEFENDANTS, INDIVIDUAL DEFENDANTS, and DOES 1 through 25 are
14 hereinafter collectively referred to as “DEFENDANTS.”
- 15 13. At all times relevant herein, PLAINTIFF was employed by and worked for DEFENDANTS,
16 and each of them, in the State of California, County of Los Angeles.
- 17 14. Hereinafter, any and all of DEFENDANTS’ current and former non-exempt California
18 employees who were worked/are working DEFENDANTS’ no less than twenty-one (21)
19 locations throughout California, including PLAINTIFF, are collectively referred to as
20 “AGGRIEVED EMPLOYEES.”
- 21 15. The true names and capacities, whether individual, corporate, associate, or otherwise, of the
22 Defendant(s) named herein as DOES 1 through 25, Inclusive, and each of them, are unknown to
23 PLAINTIFF, who therefore bring this action against said Defendant(s) by their fictitious names
24 pursuant to *Cal. Code Civ. Pro.* § 474.
- 25 16. PLAINTIFF therefore reserves the right to file an Amendment to Complaint and/or seek an
26 order from the Court granting leave to amend this Complaint to include the true names and
27 capacities of said DOE Defendant(s) in the event that identification of such DOE parties is/are
28 ascertained.

1 17. PLAINTIFF is informed and believe and based thereupon allege that at all relevant times herein
2 mentioned each of the DEFENDANTS and DOES 1 through 25, inclusive, is/was/are/were the
3 agent, servant and/or employee, partner, predecessor-in-interest, successor-in-interest,
4 beneficiary, executor, fictitious business name, trustee, subsidiary, related/affiliated entity,
5 integrated entity, co-employer, assignee, assignor, legal representative, general administrator,
6 member, co-conspirator, and/or joint venturer or occupied other relationships with each of the
7 other named DEFENDANTS and at all times herein mentioned acted within the course and
8 scope of said agency and/or employment and/or relationship and that each and all
9 DEFENDANTS have ratified, consented to, had actual and/or constructive knowledge of, was
10 bound by, approved or, and/or failed to prevent the acts of one or all of the other
11 DEFENDANTS, and that each actively, passively, acquiesced, participated in, allowed, aided
12 and abetted, assisted, acted, or failed to act, with one another in the commission of the
13 wrongdoing alleged in this Complaint.

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15 **JURISDICTION AND VENUE**

16 18. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully
17 set forth herein.

18 19. The above-captioned Court has jurisdiction over the subject matter of this action and has
19 personal jurisdiction over DEFENDANTS, which: (1) conduct(s) business in the State of
20 California; (2) hire(s) and maintain(s) employees in the State of California; and (3) avail(s)
21 itself/themselves of the protection of the laws of the State of California.

22 20. PLAINTIFF is and was a citizen of, and employed by DEFENDANTS in the State of
23 California.

24 21. Venue in the above-captioned Court is proper because DEFENDANTS committed the acts
25 complained of herein in Los Angeles County and DEFENDANTS' place of business is/are
26 located in the County of Los Angeles.

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FACTUAL ALLEGATIONS

22. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

23. DEFENDANTS own and operate no less than twenty-one (21) surgery and rehabilitation centers throughout California, including in Los Angeles County. “AMSURG partners with physicians and health systems to manage ambulatory surgery centers (ASCs) and deliver the highest standards of patient care and quality.” (<https://amsurg.com/>.)

24. AMSURG DEFENDANTS partners/ed with other persons and or entities, including CASA DEFENDANTS to operate and manage no less than twenty-one (21) surgery and rehabilitation centers throughout California ASCs.

25. PLAINTIFF was hired by DEFENDANTS in or around January 2016 as a medical/surgical technician at their Casa Colina Surgery Center located at 255 E. Bonita Avenue, Pomona, California 91767.

26. Upon PLAINTIFF’s hiring, DEFENDANTS failed to provide PLAINTIFF and any and all AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging allowances, (c) the regular payday designated by DEFENDANTS, (d) DEFENDANTS’ name, including any and all of its “doing business as” names, (e) the physical address of DEFENDANTS’ main office / principal place of business / mailing address, (f) DEFENDANTS’ telephone number, (g) the name, address, and telephone number of DEFENDANTS’ workers’ compensation insurance carrier, and (h) information about PLAINTIFF and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFF and any and all AGGRIEVED EMPLOYEES have the right to file a complaint against DEFENDANTS if DEFENDANTS retaliates.

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1 27. PLAINTIFF is informed and believes, and thereon alleges, DEFENDANTS also fails/ed to
2 provide any and all newly-hired AGGRIEVED EMPLOYEES written notices containing the
3 preceding information. Similarly, when DEFENDANTS made any changes to the above-listed
4 information, it further failed to notify PLAINTIFF and any and all AGGRIEVED
5 EMPLOYEES of those changes within seven calendar days after the changing by notice, other
6 writing or by a timely furnished itemized wage statement.

7 28. DURING all times relevant, PLAINTIFF worked five (5) days per week, nine (9) to ten (10)
8 hours per day.

9 29. DURING all times relevant, DEFENDANTS engages/ed in wage theft by
10 reducing/withholding/failing to pay all wages earned by PLAINTIFF.

11 30. Specifically, no less than 3 times each week, DEFENDANTS failed to make timely,
12 uninterrupted meal periods available to PLAINTIFF.

13 31. DEFENDANTS failed to make all PLAINTIFF's meal periods available to him because it failed
14 to properly staff its center to cover all scheduled procedures, thus, failing to have adequate
15 staffing coverage to make lawful meal periods available to PLAINTIFF and all AGGRIEVED
16 EMPLOYEES.

17 32. Based on the preceding, DEFENDANTS also failed to make timely, uninterrupted rest periods
18 available to PLAINTIFF and all AGGRIEVED EMPLOYEES during all, or most work days.

19 33. And when DEFENDANTS failed to make meal and rest periods available to PLAINTIFF and
20 the AGGRIEVED EMPLOYEES, DEFENDANTS failed/fails to pay them an additional hour at
21 their regular rate of compensation.

22 34. Moreover, DEFENDANTS' failure to make all meal periods available to PLAINTIFF and all
23 AGGRIEVED EMPLOYEES included times when they were provided no meal periods at all.

24 35. Instead of taking appropriate measures to ensure PLAINTIFF and all AGGRIEVED
25 EMPLOYEES were provided lawful meal periods, DEFENDANTS manipulated their time
26 records to reflect the staff were provided lawful meal periods when they in fact were not.

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1 36. DEFENDANTS' manipulation/falsification of PLAINTIFF and all AGGRIEVED
2 EMPLOYEES' timekeeping records not only acted to conceal meal period violations, thus,
3 DEFENDANTS' obligation to pay meal period premiums, but also reduced PLAINTIFF and all
4 AGGRIEVED EMPLOYEES' work time by no less than 30 minutes on days during which no
5 meal periods were made available, and less when meal periods were interrupted/cut short.

6 37. DEFENDANTS' unlawful manipulation/falsification of PLAINTIFF and all AGGRIEVED
7 EMPLOYEES' timekeeping records/actual working time resulted in DEFENDANTS failing to
8 pay PLAINTIFF and the AGGRIEVED EMPLOYEES all wages they earned, including
9 California's minimum wage and/or their lawful overtime pay.

10 38. DEFENDANTS' just-detailed company-wide pattern and practice of willfully
11 withholding/reducing PLAINTIFF and all AGGRIEVED EMPLOYEES' wages, necessarily
12 results/ed in DEFENDANTS also willfully failing to pay PLAINTIFF and all AGGRIEVED
13 EMPLOYEES all wages they earn/ed twice during each calendar month, as well as, all wages
14 owing within the statutorily required time, and place, after any one of the AGGRIEVED
15 EMPLOYEES' resignation, or termination from employment.¹

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26 ¹DEFENDANTS terminated PLAINTIFF's employment On or around March 7, 2024. And upon doing so,
27 DEFENDANTS willfully failed/fails to pay PLAINTIFF all the herein-detailed unpaid wages at the time and
28 place of his termination.

1 39. Also resulting from, and necessary to conceal DEFENDANTS' ongoing, company-wide pattern
2 and practice of willfully withholding/reducing all forms of wages from PLAINTIFF and all
3 AGGRIEVED EMPLOYEES, DEFENDANTS also failed/fails to furnish PLAINTIFF and all
4 AGGRIEVED EMPLOYEES accurate itemized wage statements. Instead, the wage statements
5 that DEFENDANTS furnish/ed to PLAINTIFF and all AGGRIEVED EMPLOYEES fail to
6 accurately show/evidence/contain/include (a) all forms of compensation earned, (b) all hours
7 associated with any and all forms of wages depicted within the written explanations, (c) gross
8 and net wages earned, (d) the name and address of the employer, (e) the name and/or employee
9 number(s), (f) the start and end dates of the period during which the compensation was earned,
10 and/or (g) the amount of paid sick leave available. And specifically, to part (d), the wage
11 statements DEFENDANTS furnish to PLAINTIFF and all AGGRIEVED EMPLOYEES
12 identifies "CASA COLINA SURGERY CENTER, LP" which is not the legal entity employing
13 them.

14 40. Further resulting from, and necessary to conceal DEFENDANTS' herein-detailed unlawful
15 company-wide policies, DEFENDANTS failed/fails to keep in a central location records
16 showing PLAINTIFF and all AGGRIEVED EMPLOYEES' accurate/all/total hours worked,
17 paid sick days accrued, and wages earned.

18 41. Moreover, during all times relevant, PLAINTIFF and all AGGRIEVED EMPLOYEES are and
19 were incurring expenses discharging their duties for, and/or at the direction of DEFENDANTS.
20 Specifically, DEFENDANTS require/d PLAINTIFF and all AGGRIEVED EMPLOYEES to
21 incur business expenses for, including but not limited to, (1) use of their personal cellular phone
22 services for texting, and calling about work-related matters, as well as, (2) using their personal
23 vehicle for, as examples, running various errands, such as picking up supplies for
24 DEFENDANTS' business, dropping off recyclables, and moving furniture into and out of
25 DEFENDANTS' office.

26 42. Despite PLAINTIFF and all AGGRIEVED EMPLOYEES incurring no less than the preceding
27 business expenditures, and DEFENDANTS having knowledge of these expenditures,
28 DEFENDANTS never reimbursed them for the same.

1 43. PLAINTIFF is informed and believes that during all times relevant, all, most or some of the
2 herein-detailed violations of the *California Labor Code* and the applicable IWC Wage Order
3 were/are violated, and/or were/are caused to be violated by including but not limited to
4 INDIVIDUAL DEFENDANTS. Specifically, INDIVIDUAL DEFENDANTS institute/d and
5 implement/ed all wage and hour policies under which PLAINTIFF and all other AGGRIEVED
6 EMPLOYEES are/were employed and paid.

7 44. PLAINTIFF sent DEFENDANTS records requests pursuant to *California Labor Code* sections
8 226(c), 247.5 and 1198.5 in the same certified envelope containing the December 16, 2024
9 PAGA notice. DEFENDANTS requested an extension to provide all the documents and records
10 required under sections 226(c), and 247.5 nine (9) days beyond the statutory required time, and
11 on the day the section 1198.5 documents and records were due. PLAINTIFF granted the
12 extension, but DEFENDANTS failed to provide or give PLAINTIFF access to any documents
13 within the extended time, and upon providing documents, DEFENDANTS failed to provide *all*
14 the documents and records required under sections 226(c), 247.5 and 1198.5.

15 45. As set forth herein, DEFENDANTS have and are violating, and/or is/are causing violations of
16 the *California Labor Code* and IWC Wage Order Number 4-2001 (codified in *California Code*
17 *of Regulations* tit. 8 Section 11040), *i.e.*, the applicable IWC Wage Order based on
18 DEFENDANTS' business industry. Reference to the "applicable IWC Wage Order" is also
19 reference to the applicable Section found in *California Code of Regulations* tit. 8 Section 11040
20 and vice versa.

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1 46. PLAINTIFF is informed and believes and thereon alleges that any and all of DEFENDANTS'
2 current and former non-exempt California employees including all non-exempt employees other
3 than those in PLAINTIFF's specific department, and/or specific location, *i.e.*, any and all
4 AGGRIEVED EMPLOYEES, were/are also subjected to all of DEFENDANTS' herein-detailed
5 violations of the *California Labor Code* and applicable IWC Wage Order during each and every
6 pay period they work/ed, and in any event in at least one pay period, during no less than one (1)
7 year and sixty-five (65) days back from the date of this Complaint/PLAINTIFF's initially filed
8 complaint, and will be further subjected to said violations, up to and including each and every
9 present day hereafter until PLAINTIFF's PAGA cause of action is resolved.

10 11 **EXHAUSTION OF PROCEDURAL REQUIREMENTS**

12 47. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully
13 set forth herein.

14 48. On December 16, 2024, PLAINTIFF sent a written PAGA notice by USPS first-class certified
15 mail to all DEFENDANTS notifying them of the specific violations set forth therein and herein,
16 and the facts and theories supporting the violations. (A true and correct copy of the December
17 16, 2024 PAGA notice is attached hereto as Exhibit 1 and is incorporated herein.)

18 49. On December 16, 2024, PLAINTIFF submitted the PAGA notice electronically to California's
19 Labor and Workforce Development Agency (hereinafter referred to as the "LWDA").

20 50. The LWDA provided no notice of investigation to PLAINTIFF within the statutorily required
21 period of time following the December 16, 2024 PAGA notice. As of the date of this first
22 amended complaint, the LWDA has provided no notice of investigation to PLAINTIFF.

23 51. Thus, PLAINTIFF can commence this civil action with a cause of action under *California*
24 *Labor Code* section 2698, *et. seq.*

25 26 **TOLLING OF STATUTES OF LIMITATIONS**

27 52. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully
28 set forth herein.

1 53. Any application statute of limitation for *California Labor Code* and *California Business and*
2 *Professions Code*, are equitably tolled by virtue of PLAINTIFF's PAGA Notice and records
3 requests.

4 54. The doctrine of equitable tolling is well-recognized in California. In *Elkins v. Derby*, the
5 Supreme Court of California stated, "Defendants' interest in being properly apprised of claims
6 against them in order that they may gather and preserve evidence is fully satisfied when
7 prospective tort intervenors file compensation claims Thus, as the defendants were already
8 in litigation regarding the same sets of facts and circumstances, and no prejudice can be shown
9 towards the defendants, the doctrine of equitable tolling should be recognized...." *Elkins v.*
10 *Derby*, (1974) 12 Cal.3d 410, 417.

11 55. On December 16, 2024, PLAINTIFF sent written notice by USPS first-class certified mail to all
12 DEFENDANTS notifying them of the specific violations set forth therein and herein, and the
13 facts and theories supporting the violations. (See Exh. 1.) In the same certified correspondence
14 sent to DEFENDANTS, PLAINTIFF also included records requests pursuant to *California*
15 *Labor Code* Sections 226(c), 247.5 and 1198.5.

16 56. The serving and submission of PLAINTIFF's written PAGA notice and records requests to
17 DEFENDANTS to gather any and all relevant information relating to DEFENDANTS' alleged
18 liability for violations of the *California Labor Code* pertaining to PLAINTIFF's wages and
19 hours and conditions of his employment. See *McDonald v. Antelope Valley Community College*
20 *District*, (2008) 45 Cal. 4th 88, 102; *Hopkins v. Kedzierski*, (2014) 255 Cal.App4th 736,750-
21 751; *Structural Steel Fabricators, Inc. v. City of Orange*, (1995) 40 Cal. App.4th 459.

22 57. DEFENDANTS are not prejudiced from the filing of this Complaint because it/they had
23 sufficient time to investigate the facts giving rise to this Complaint based upon PLAINTIFF
24 serving DEFENDANTS with the written PAGA notice and records requests.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages and Liquidated Damages in Violation of *Cal. Labor Code* §§**
3 **1194 & 1194.2**

4 **(Against All DEFENDANTS)**

5 58. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
6 herein.

7 59. At all times relevant herein, *California Labor Code* sections 1194, 1194.2, 1197.1, 558.1, as
8 well as, the/any corresponding section(s) of the applicable IWC Wage Order, are and were in
9 full force and effect and are binding on DEFENDANTS.

10 60. “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than
11 the legal minimum wage or the legal overtime compensation applicable to the employee is
12 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
13 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
14 suit.” *Cal. Labor Code* § 1194(a).

15 61. “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the
16 payment of a wage less than the minimum wage fixed by an order of the commission or by
17 statute, an employee shall be entitled to recover liquidated damages in an amount equal to the
18 wages unlawfully unpaid and interest thereon.” *Id.* at 1194.2(a).

19 62. Section (4)(B) of the/any corresponding section(s) of the applicable IWC Wage Order states:
20 “Every employer shall pay to each employee, on the established payday for the period involved,
21 not less than the applicable minimum wage for all hours worked in the payroll period, whether
22 the remuneration is measured by time, piece, commission, or otherwise.”

23 63. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
24 *Code* sections 1194, 1194.2 and the/any corresponding section(s) of the applicable IWC Wage
25 Order.

26 64. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
27 PLAINTIFF’s employment with DEFENDANTS.

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1 65. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
2 were/are victims of DEFENDANTS' violations of *California Labor Code* sections 1194, 1194.2
3 and the/any corresponding section(s) of the applicable IWC Wage Order.

4 66. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
5 were/are victim of DEFENDANTS' said violations in at least one pay period during their
6 employment with DEFENDANTS.

7 67. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
8 violated, any provision regulating minimum wages or hours and days of work in any order of
9 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
10 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
11 *Labor Code* § 558.1(a).

12 68. "Any employer or other person acting either individually or as an officer, agent, or employee of
13 another person, who pays or causes to be paid to any employee a wage less than the minimum
14 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
15 civil penalty, restitution of wages, liquidated damages payable to the employee, and any
16 applicable penalties imposed pursuant to Section 203" *Id.* at 1197.1(a).

17 69. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
18 *Labor Code* section 1194, the/any corresponding section(s) of the applicable IWC Wage Order
19 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
20 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
21 CORPORATE DEFENDANTS

22 70. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
23 be held liable for the damages stemming from the violations of *California Labor Code* section
24 1194 and the/any corresponding section(s) of the applicable IWC Wage Order, including a
25 restitution of wages, and liquidated damages payable to PLAINTIFF.

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- 1 71. “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the
2 payment of a wage less than the minimum wage fixed by an order of the commission or by
3 statute, an employee shall be entitled to recover liquidated damages in an amount equal to the
4 wages unlawfully unpaid and interest thereon.” *Id.* at 1194.2(a).
- 5 72. “[A]ny employee receiving less than the legal minimum wage or the legal overtime
6 compensation applicable to the employee is entitled to recover in a civil action the unpaid
7 balance of the full amount of this minimum wage or overtime compensation, including interest
8 thereon, reasonable attorney’s fees, and costs of suit.” *Id.* at 1194.
- 9 73. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFF California’s minimum
10 wage, pursuant to the provisions of *California Labor Code* § 1194(a) and the/any corresponding
11 section(s) of the applicable IWC Wage Order, PLAINTIFF has suffered and will continue to
12 suffer economic damages in an amount to be proven at trial.
- 13 74. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFF the minimum wage,
14 PLAINTIFF has been forced to hire attorney(s) to prosecute his claims herein, and have
15 incurred and will continue to incur attorney’s fees and costs in connection therewith.
- 16 75. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
17 PLAINTIFF’s minimum wages, prejudgment interest on these unpaid wages, statutory
18 penalties, monetary damages, reasonable attorney’s/s’ fees, costs, liquidated damages, and any
19 other relief available to PLAINTIFF under the *California Labor Code* and any further relief that
20 the Court deems proper as a result of DEFENDANTS’ violations.

21
22 **SECOND CAUSE OF ACTION**

23 **Failure to Pay Overtime Wages in Violation of *Cal. Labor Code* § 510**
24 **(Against All DEFENDANTS)**

- 25 76. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
26 herein.
- 27 77. At all times relevant herein, *California Labor Code* sections 510 and 558.1, as well as, the/any
28 corresponding section(s) of the applicable IWC Wage Order, are and were in full force and
effect and are binding on DEFENDANTS.

1 78. "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
2 workday and any work in excess of 40 hours in any one workweek and the first eight hours
3 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
4 less than one and one-half times the regular rate of pay for an employee." *Cal. Labor Code* §
5 510(a).

6 79. Section (3)(A)(1)(a)-(c) of the/any corresponding section(s) of the applicable IWC Wage Order
7 states: "[E]mployees shall not be employed more than eight (8) hours in any workday or more
8 than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times
9 such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight
10 (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday
11 or more than six (6) days in any workweek is permissible provided the employee is
12 compensated for such overtime at not less than: (a) One and one-half (1 1/2) times the
13 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and
14 including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th)
15 consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for
16 all hours worked in excess of 12 hours in any workday and for all hours worked in excess of
17 eight (8) hours on the seventh (7th) consecutive day of work in a workweek.(c) The overtime
18 rate of compensation required to be paid to a nonexempt full-time salaried employee shall be
19 computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's
20 weekly salary."

21 80. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
22 *Code* section 510 and the/any corresponding section(s) of the applicable IWC Wage Order.

23 81. PLAINTIFF was victim of DEFENDANTS' said violations in at least one pay period during
24 PLAINTIFF's employment with DEFENDANTS.

25 82. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
26 were/are victims of DEFENDANTS' violations of *California Labor Code* section 510 and
27 the/any corresponding section(s) of the applicable IWC Wage Order.

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1 83. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
2 were/are victims of DEFENDANTS' said violations in at least one pay period during their
3 employment with DEFENDANTS.

4 84. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
5 violated, any provision regulating minimum wages or hours and days of work in any order of
6 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
7 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
8 *Labor Code* § 558.1(a).

9 85. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
10 *Labor Code* section 510, the/any corresponding section(s) of the applicable IWC Wage Order
11 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
12 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
13 CORPORATE DEFENDANTS.

14 86. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
15 be held liable for the damages stemming from the violations of *California Labor Code* section
16 510 and the/any corresponding section(s) of the applicable IWC Wage Order.

17 87. "[A]ny employee receiving less than the legal minimum wage or the legal overtime
18 compensation applicable to the employee is entitled to recover in a civil action the unpaid
19 balance of the full amount of this minimum wage or overtime compensation, including interest
20 thereon, reasonable attorney's fees, and costs of suit." *Id.* at 1194.

21 88. As a proximate result of DEFENDANTS' failure to pay PLAINTIFF his lawful overtime
22 wages, pursuant to the provisions of *California Labor Code* § 510, PLAINTIFF is entitled to
23 recover from DEFENDANTS an amount equal to the wages unlawfully unpaid and interest
24 thereon.

25 89. As a proximate result of DEFENDANTS failure to pay PLAINTIFF's lawful overtime wages,
26 PLAINTIFF has been forced to hire attorney(s) to prosecute PLAINTIFF's claims herein, and
27 have incurred and will continue to incur attorney's fees and costs in connection therewith.

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1 90. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
2 PLAINTIFF's overtime wage compensation, prejudgment interest on these unpaid wages,
3 statutory penalties, monetary damages, reasonable attorney's/s' fees, costs, and any other relief
4 available to PLAINTIFF under the *California Labor Code* and any further relief that the Court
5 deems proper as a result of DEFENDANTS' violations.

6
7 **THIRD CAUSE OF ACTION**

8 **Failure to Make Rest Periods Available in Violation of *Cal. Labor Code* § 226.7**
9 **(Against All DEFENDANTS)**

10 91. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
11 herein.

12 92. At all times relevant herein, *California Labor Code* sections 226.7 and 558.1, as well as, the/any
13 corresponding section(s) of the applicable IWC Wage Order, are and were in full force and
14 effect and are binding on DEFENDANTS.

15 93. Employees are entitled to a net rest period of at least ten (10) minutes per each consecutive four
16 (4) hour work period or major fraction thereof, after the first three and one-half (3½) hours
17 worked in a workday. *Cal. Lab. Code* § 226.7.

18 94. Employers are required to pay an additional hour of compensation for each workday where an
19 employee fails to receive a rest period for each consecutive four (4) hour shift worked. *Id.* at
20 (c).

21 95. Section (12)(A) of the/any corresponding section(s) of the applicable IWC Wage Order states:
22 "Every employer shall authorize and permit all employees to take rest periods, which insofar as
23 practicable shall be in the middle of each work period. The authorized rest period time shall be
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
25 hours or major fraction thereof. However, a rest period need not be authorized for employees
26 whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period
27 time shall be counted as hours worked for which there shall be no deduction from wages."

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1 96. Section (12)(B) of the/any corresponding section(s) of the applicable IWC Wage Order states:
2 “If an employer fails to provide an employee a rest period in accordance with the applicable
3 provisions of this order, the employer shall pay the employee one (1) hour of pay at the
4 employee's regular rate of compensation for each workday that the rest period is not provided.”

5 97. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
6 *Code* section 226.7 and the/any corresponding section(s) of the applicable IWC Wage Order.

7 98. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
8 PLAINTIFF’s employment with DEFENDANTS.

9 99. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
10 were/are victims of DEFENDANTS’ violations of *California Labor Code* section 226.7 and
11 the/any corresponding section(s) of the applicable IWC Wage Order.

12 100. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
13 were/are victim of DEFENDANTS’ said violations in at least one pay period during their
14 employment with DEFENDANTS.

15 101. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
16 violated, any provision regulating minimum wages or hours and days of work in any order of
17 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
18 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
19 *Labor Code* § 558.1(a).

20 102. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
21 *Labor Code* section 226.7, the/any corresponding section(s) of the applicable IWC Wage Order
22 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
23 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
24 CORPORATE DEFENDANTS.

25 103. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
26 be held liable for the damages stemming from the violations of *California Labor Code* section
27 226.7 and the/any corresponding section(s) of the applicable IWC Wage Order.

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1 104. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
2 PLAINTIFF'S rest period wages, prejudgment interest on these unpaid wages, statutory
3 penalties, monetary damages, and any other relief available to PLAINTIFF under the *California*
4 *Labor Code* and any further relief that the Court deems proper as a result of DEFENDANTS'
5 violations.

6
7 **FOURTH CAUSE OF ACTION**

8 **Failure to Make Meal Periods Available in Violation of *Cal. Labor Code* §§ 512 & 226.7**
9 **(Against All DEFENDANTS)**

10 105. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
11 herein.

12 106. At all times relevant herein, *California Labor Code* sections 512, 226.7, 558.1, as well as,
13 the/any corresponding section(s) of the applicable IWC Wage Order, are and were in full force
14 and effect and are binding on DEFENDANTS.

15 107. "An employer may not employ an employee for a work period of more than five hours per day
16 without providing the employee with a meal period of not less than 30 minutes, except that if
17 the total work period per day of the employee is no more than six hours, the meal period may be
18 waived by mutual consent of both the employer and employee." *Cal. Labor Code* § 512(a).

19 108. "An employer may not employ an employee for a work period of more than 10 hours per day
20 without providing the employee with a second meal period of not less than 30 minutes, except
21 that if the total hours worked is no more than 12 hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal period was not
23 waived." *Id.*

24 109. "If an employer fails to provide an employee a meal or rest or recovery period in accordance
25 with a state law, including, but not limited to, an applicable statute or applicable regulation,
26 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
27 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the
28 employee one additional hour of pay at the employee's regular rate of compensation for each
workday that the meal or rest or recovery period is not provided." *Id.* at 226.7.

1 110. Section (11)(A) of the/any corresponding section(s) of the applicable IWC Wage Order states in
2 part: “No employer shall employ any person for a work period of more than five (5) hours
3 without a meal period of not less than 30 minutes, except that when a work period of not more
4 than six (6) hours will complete the day's work the meal period may be waived by mutual
5 consent of the employer and employee.”

6 111. Section (11)(D) of the/any corresponding section(s) of the applicable IWC Wage Order states in
7 part: “If an employer fails to provide an employee a meal period in accordance with the
8 applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at
9 the employee's regular rate of compensation for each work day that the meal period is not
10 provided.”

11 112. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
12 *Code* sections 512, 226.7 and the/any corresponding section(s) of the applicable IWC Wage
13 Order.

14 113. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
15 PLAINTIFF’s employment with DEFENDANTS.

16 114. And PLAINTIFF is informed and believes and thereon alleges that all other AGGRIEVED
17 EMPLOYEES were/are victims of DEFENDANTS’ violations of *California Labor Code*
18 sections 512, 226.7 and the/any corresponding section(s) of the applicable IWC Wage Order.

19 115. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
20 were/are victim of DEFENDANTS’ said violations in at least one pay period during their
21 employment with DEFENDANTS.

22 116. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
23 violated, any provision regulating minimum wages or hours and days of work in any order of
24 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
25 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
26 *Labor Code* § 558.1(a).

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1 117. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
2 *Labor Code* sections 512, 226.7, the/any corresponding section(s) of the applicable IWC Wage
3 Order and/or the preceding were willfully, knowingly and intentionally caused to be violated by
4 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
5 CORPORATE DEFENDANTS.

6 118. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
7 be held liable for the damages stemming from the violations of *California Labor Code* sections
8 512, 226.7 and the/any corresponding section(s) of the applicable IWC Wage Order.

9 119. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
10 PLAINTIFF'S meal period wages, prejudgment interest on these unpaid wages, statutory
11 penalties, monetary damages, and any other relief available to PLAINTIFF under the *California*
12 *Labor Code* and any further relief that the Court deems proper as a result of DEFENDANTS'
13 violations.

14 **FIFTH CAUSE OF ACTION**

15 **Failure to Pay All Wages Earned Twice During a Calendar Month in Violation of *Cal. Labor***
16 ***Code* §§ 204 & 210**
17 **(Against All DEFENDANTS)**

18 120. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
19 herein.

20 121. At all times relevant herein, *California Labor Code* sections 204, 210 and 558.1, as well as,
21 the/any corresponding section(s) of the applicable IWC Wage Order are and were in full force
22 and effect and are binding on DEFENDANTS.

23 122. "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by
24 any person in any employment are due and payable twice during each calendar month, on days
25 designated in advance by the employer as the regular paydays." *Cal. Lab. Code* § 204.

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123. “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. (b) The penalty shall either be recovered by the employee as a statutory penalty pursuant” *Id.* at 210.

124. “An employee is only entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation.” *Id.* at (c).

125. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor Code* section 204 because of DEFENDANTS’ willful and intentional violations of Sections 1194 and/or 510, thus, entitling PLAINTIFF to recover the statutory penalties set forth in Section 210 necessarily resulting from on DEFENDANTS’ violations of *California Labor Code* sections 1194 and/or 510.

126. PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor Code* sections 1194 and/or 510, thus, Section 204, in at least one pay period during PLAINTIFF’s employment with DEFENDANTS.

127. As set forth herein, AGGRIEVED EMPLOYEES were/are victims of DEFENDANTS’ violations of *California Labor Code* section 204 because of DEFENDANTS’ willful and intentional violations of Sections 512 and 226.7, thus, entitling the AGGRIEVED EMPLOYEES to recover the PAGA civil penalties set forth in Sections 558 and/or 2699 necessarily resulting from on DEFENDANTS’ violations of *California Labor Code* sections 512 and/or 226.7 being pursued in PLAINTIFF’s PAGA cause of action *infra*.

128. As set forth herein, the AGGRIEVED EMPLOYEES were/are victims of DEFENDANTS’ willful and intentional violations of *California Labor Code* sections 512 and 226.7, thus, Section 204 in at least one pay period during their employment with DEFENDANTS.

1 129. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
2 *Labor Code* sections 1194, 510, 512, 226.7, the/any corresponding section(s) of the applicable
3 IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be
4 violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
5 CORPORATE DEFENDANTS.

6 130. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
7 be held liable for the damages stemming from DEFENDANTS' willful and intentional failure to
8 pay PLAINTIFF all minimum and overtime wages earned in violation of *California Labor Code*
9 sections 1194 and 510, as well as, the/any corresponding section(s) of the applicable IWC Wage
10 Order, necessarily including the statutory penalties payable to PLAINTIFF pursuant to Section
11 210.

12 131. Furthermore, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
13 be held liable for the damages stemming from DEFENDANTS' willful and intentional failures
14 (a) to make all lawful meal and rest periods available to the AGGRIEVED EMPLOYEES, and
15 (b) pay the AGGRIEVED EMPLOYEES the meal and rest period premiums owed to them
16 based on these failures, all in violation of *California Labor Code* sections 512, 226.7 and
17 the/any corresponding section(s) of the applicable IWC Wage Order, which includes the PAGA
18 civil penalties set forth in Sections 558 and/or 2699.

19 132. "In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
20 pension fund contributions, the court shall award reasonable attorney's fees and costs to the
21 prevailing party if any party to the action requests attorney's fees and costs upon the initiation
22 of the action." *Id.* at 218.5.

23 133. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
24 *California Labor Code* section 210, plus twenty-five percent (25%) of the wages unlawfully
25 withheld by DEFENDANTS, reasonable attorney's/s' fees, costs, and any other relief available
26 to PLAINTIFF under the *California Labor Code* and any further relief that the Court deems
27 proper as a result of DEFENDANTS' violations of *California Labor Code* sections 1194 and
28 510.

1 **SIXTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Wage Statements in Violation *Cal. Labor Code* § 226**
3 **(Against All DEFENDANTS)**

4 134. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
5 herein.

6 135. At all times relevant herein, *California Labor Code* sections 226, 558.1 and the/any
7 corresponding section(s) of the applicable IWC Wage Order are and were in full force and
8 effect and are binding on DEFENDANTS.

9 136. DEFENDANTS, and each of them, were obligated under *California Labor Code* section 226
10 and the/any corresponding section(s) of the applicable IWC Wage Order, to keep an accurate
11 record of the hours of labor worked by PLAINTIFF and all other AGGRIEVED EMPLOYEES
12 and to prepare and furnish PLAINTIFF and all other AGGRIEVED EMPLOYEES with each
13 payment of wages an itemized statement accurately showing nine specific categories of
14 information: “(1) gross wages earned, (2) total hours worked by the employee . . . (3) the
15 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
16 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
17 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
18 dates of the period for which the employee is paid, (7) the name of the employee and only the
19 last four digits of his or her social security number or an employee identification number other
20 than a social security number, (8) the name and address of the legal entity that is the employer .
21 . . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee” *Cal. Lab. Code* § 226(a).

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1 137. Section (7)(B) of the/any corresponding section(s) of the applicable IWC Wage Order states:
2 “Every employer shall semimonthly or at the time of each payment of wages furnish each
3 employee, either as a detachable part of the check, draft, or voucher paying the employee's
4 wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the
5 inclusive dates of the period for which the employee is paid; (3) the name of the employee or
6 the employee's social security number; and (4) the name of the employer, provided all
7 deductions made on written orders of the employee may be aggregated and shown as one item.”

8 138. “An employee suffering injury as a result of a knowing and intentional failure by an
9 employer to comply with subdivision (a) is entitled to recover the greater of all actual damages
10 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
11 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
12 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
13 reasonable attorney's fees.” *Cal. Lab. Code* § 226(e)(1).

14 139. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
15 *Code* section 226 and the/any corresponding section(s) of the applicable IWC Wage Order.

16 140. DEFENDANTS’ conduct was willful, and its failure to include this information on wage
17 statements caused PLAINTIFF damage, and resulted in PLAINTIFF’s inability to determine
18 whether she was paid accurately.

19 141. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
20 PLAINTIFF’s employment with DEFENDANTS.

21 142. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
22 were/are victims of DEFENDANTS furnishing them wage statements containing the same
23 deficiencies set forth herein.

24 143. The AGGRIEVED EMPLOYEES were/are victims of DEFENDANTS furnishing wage
25 statements to them containing the same deficiencies in at least one pay period during their
26 employment with DEFENDANTS.

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1 144. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Labor Code* § 558.1(a).

6 145. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
7 *Labor Code* section 226, the/any corresponding section(s) of the applicable IWC Wage Order
8 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
9 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
10 CORPORATE DEFENDANTS.

11 146. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
12 be held liable for the damages stemming from the violations of *California Labor Code* section
13 226 and the/any corresponding section(s) of the applicable IWC Wage Order.

14 147. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
15 *California Labor Code* section 226 and any other applicable section of the *California Labor*
16 *Code*, as well as, an award of costs and **reasonable attorney’s/s’ fees** and any
17 further relief that the Court deems proper as a result of DEFENDANTS’ violations.

18
19 **SEVENTH CAUSE OF ACTION**

20 **Failure to Indemnify PLAINTIFF for Expenses in Violation of *Cal. Labor Code* § 2802**
21 **(Against All DEFENDANTS)**

22 148. PLAINTIFF re-alleges and incorporates by reference each of the above paragraphs as alleged
23 herein.

24 149. At all times mentioned herein *California Labor Code* sections 2802, 558.1, as well as, the
25 applicable IWC Order were and are in full force and effect and are binding on DEFENDANTS.

26 150. “An employer shall indemnify his or her employee for all necessary expenditures or losses
27 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
28 her obedience to the directions of the employer, even though unlawful, unless the employee, at
the time of obeying the directions, believed them to be unlawful.” *Cal. Labor Code* § 2802(a).

1 151. "All awards made by a court or by the Division of Labor Standards Enforcement for
2 reimbursement of necessary expenditures under this section shall carry interest at the same rate
3 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
4 the necessary expenditure or loss." *Id.* at 2802(b).

5 152. "For purposes of this section, the term "necessary expenditures or losses" shall include all
6 reasonable costs, including, but not limited to, attorney's fees incurred by the employee
7 enforcing the rights granted by this section." *Id.* at 2802(c).

8 153. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
9 *Code* section 2802 and the/any corresponding section(s) of the applicable IWC Wage Order.

10 154. PLAINTIFF was victim of DEFENDANTS' said violations in at least one pay period during
11 PLAINTIFF's employment with DEFENDANTS.

12 155. PLAINTIFF is informed and believes and thereon alleges that all other AGGRIEVED
13 EMPLOYEES were/are victims of DEFENDANTS' violations of *California Labor Code*
14 section 2802 and the/any corresponding section(s) of the applicable IWC Wage Order.

15 156. The AGGRIEVED EMPLOYEES were victim of DEFENDANTS' said violations in at least
16 one pay period during their employment with DEFENDANTS.

17 157. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
18 violated, any provision regulating minimum wages or hours and days of work in any order of
19 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
20 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
21 *Labor Code* § 558.1(a).

22 158. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
23 *Labor Code* section 2802, the/any corresponding section(s) of the applicable IWC Wage Order
24 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
25 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
26 CORPORATE DEFENDANTS.

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1 159. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
2 be held liable for the damages stemming from the violations of *California Labor Code* section
3 2802 and/or the/any corresponding section(s) of the applicable IWC Wage Order.

4 160. As a proximate result of DEFENDANTS' failure to indemnify PLAINTIFF for these necessary
5 expenditures pursuant to the provisions of *California Labor Code* section 2802 and the/any
6 corresponding section(s) of the applicable IWC Wage Order, PLAINTIFF suffered/is suffering
7 losses all in an amount to be proven at trial.

8 161. As a proximate result of DEFENDANTS' failure to indemnify PLAINTIFF for these necessary
9 expenditures pursuant to the provisions of *California Labor Code* section 2802 and the/any
10 corresponding section(s) of the applicable IWC Wage Order, PLAINTIFF has been forced to
11 hire attorney(s) to prosecute PLAINTIFF's claims herein, and has incurred and will continue to
12 incur attorney's fees and costs in connection therewith.

13 162. PLAINTIFF prays that the Court award PLAINTIFF reimbursement of all necessary
14 expenditures and/or losses incurred at the direction of DEFENDANTS and/or in discharging
15 PLAINTIFF's duties for DEFENDANTS with interest thereon, reasonable attorney's fees and
16 other costs incurred enforcing PLAINTIFF's rights granted by *California Labor Code* section
17 2802 and the/any corresponding section(s) of the applicable IWC Wage Order.

18
19 **EIGHTH CAUSE OF ACTION**

20 **Waiting Time Penalties in Violation of *Cal. Labor Code* §§ 201, 203 & 208**
21 **(Against All DEFENDANTS)**

22 163. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
23 herein.

24 164. At all times relevant herein, *California Labor Code* sections 201, 202, 203, 208 and 558.1 are
25 and were in full force and effect and are binding on DEFENDANTS.

26 165. "If an employer discharges an employee, the wages earned and unpaid at the time of discharge
27 are due and payable immediately." *Cal. Lab. Code* § 201(a).

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1 166. "If an employee not having a written contract for a definite period quits his or her employment,
2 his or her wages shall become due and payable not later than 72 hours thereafter, unless the
3 employee has given 72 hours previous notice of his or her intention to quit, in which case the
4 employee is entitled to his or her wages at the time of quitting. Notwithstanding any other
5 provision of law, an employee who quits without providing a 72-hour notice shall be entitled to
6 receive payment by mail if he or she so requests and designates a mailing address. The date of
7 the mailing shall constitute the date of payment for purposes of the requirement to provide
8 payment within 72 hours of the notice of quitting." *Id.* at 202(a).

9 167. "If an employer willfully fails to pay, without abatement or reduction, in accordance with
10 Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged
11 or who quits, the wages of the employee shall continue as a penalty from the due date thereof at
12 the same rate until paid or until an action therefor is commenced; but the wages shall not
13 continue for more than 30 days." *Id.* at 203(a).

14 168. "Every employee who is discharged shall be paid at the place of discharge, and every employee
15 who quits shall be paid at the office or agency of the employer in the county where the
16 employee has been performing labor. All payments shall be made in the manner provided by
17 law." *Id.* at 208.

18 169. "Suit may be filed for these penalties at any time before the expiration of the statute of
19 limitations on an action for the wages from which the penalties arise." *Id.* at 203(b).

20 170. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
21 *Code* sections 201, 203 and 208.

22 171. And PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED
23 EMPLOYEES who were/are terminated or resigned were/are victims of DEFENDANTS'
24 violations of *California Labor Code* sections 201 or 202, 203 and 208.

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1 172. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
5 *Labor Code* § 558.1(a).

6 173. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
7 *Labor Code* sections 201, 202, 203, 208, the/any corresponding section(s) of the applicable
8 IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be
9 violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
10 CORPORATE DEFENDANTS.

11 174. Accordingly, CORPORATE DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can
12 be held liable for the damages stemming from the violations of *California Labor Code* sections
13 201, 202, 203 and 208, as well as, the/any corresponding section(s) of the applicable IWC Wage
14 Order.

15 175. “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
16 pension fund contributions, the court shall award reasonable attorney’s fees and costs to the
17 prevailing party if any party to the action requests attorney’s fees and costs upon the initiation
18 of the action.” *Id.* at 218.5.

19 176. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
20 *California Labor Code* section 203 and any other applicable section of the *California Labor*
21 *Code*, as well as, an award of costs and reasonable attorney’s/s’ fees and any further relief that
22 the Court deems proper as a result of DEFENDANTS’ violations.

23
24 **NINTH CAUSE OF ACTION**

25 **Violations of *Cal. Bus. & Prof. Code* § 17200**

26 **(Against All Non-Individual DEFENDANTS)**

27 177. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
28 herein.

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1 178. At all times relevant herein, *California Business and Professions* section 17200, *et seq.* is and
2 was in full force and effect and is binding on all non-individual DEFENDANTS.

3 179. The Unfair Competition Law (“UCL”), which is codified under *California Business and*
4 *Professions* section 17200, *et seq.* prohibits acts of “unfair competition,” including any
5 unlawful, unfair, fraudulent *or* deceptive business act *or* practice as well as “unfair, deceptive,
6 untrue or misleading advertising.”

7 180. By virtue of the direct injuries that PLAINTIFF sustained from DEFENDANTS’ wrongful
8 conduct, PLAINTIFF has standing to sue in order to obtain the remedies that are available to
9 PLAINTIFF under the UCL.

10 181. The UCL authorizes injunctive relief to prevent unlawful, unfair, or fraudulent business acts for
11 practices, and both restitution and disgorgement of money or property wrongfully obtained by
12 means of such unfair competition. *Bus. & Prof. Code* § 17203.

13 182. An action may be brought under the UCL by any person, corporation or association, or by any
14 person action for the interests of itself, its members, or the general public. *Id.* at 17204.

15 183. A PLAINTIFF may bring *California Business and Professions* section 17200, *et seq.* claim
16 even when the underlying statutory violation does not provide the PLAINTIFF with a private
17 right of action. *See Manser v. Serra Foothills Public Utility Dist.* (E.D. Cal. 2008) 2008 WL
18 5114619, at * 7; *Kasky v. Nike, Inc.*, 27 Cal. App. 4th 832, 839 (2002).

19 **Unfair Conduct**

20 184. As set forth herein, DEFENDANTS engaged in a pattern of unfair and unlawful business
21 practices with respect to PLAINTIFF’s employment at DEFENDANTS and Limited in
22 violation of *California Business and Professions* section 17200, *et seq.*

23 185. DEFENDANTS violated the “unfair prong” of *California Business and Professions* section
24 17200, *et seq.* by engaging in the following, wrongful, improper, and unfair conduct:

- 25 a. DEFENDANTS unfairly failed to pay PLAINTIFF minimum wages due;
- 26 b. DEFENDANTS unfairly failed to pay PLAINTIFF overtime wages due;
- 27 c. DEFENDANTS unfairly denied PLAINTIFF meal periods, and failed to pay PLAINTIFF the
28 additional hour at PLAINTIFF’s regular rate for denying the meal periods;

1 d. DEFENDANTS unfairly denied PLAINTIFF rest periods, and failed to pay PLAINTIFF the
2 additional hour at PLAINTIFF's regular rate for denying the rest periods; and

3 e. DEFENDANTS unfairly failed to indemnify PLAINTIFF for the expenses incurred in
4 discharging PLAINTIFF's duties for DEFENDANTS.

5 186. DEFENDANTS' conduct also violated the "unfair" prong of the UCL because the utility of
6 DEFENDANTS' actions and/or omissions was significantly outweighed by the gravity of the
7 harm that it imposed on employees.

8 187. Further, the public is led to believe that DEFENDANTS provides a fair, safe, and legally
9 sufficient work environment for their employees and complies with California laws governing
10 Labor and Employment issues, despite the fact that both of these impressions are untrue.
11 DEFENDANTS' pattern of wrongful, improper, and unlawful business practices is injurious to
12 DEFENDANTS' employees and consumers alike.

13 **Unlawful Conduct**

14 188. "Unlawful" conduct under *California Business and Professions* section 17200, *et seq.* is any
15 practices forbidden by law, whether civil or criminal, federal or state, or municipal, statutory,
16 regulatory, or court made. *See Farmers Ins. Exchange v. Super. Ct.*, 2 Cal.4th 377, 383 (1992).

17 189. By proscribing 'any unlawful' business practice, *California Business and Professions* section
18 17200, *et seq.* 'borrows' violations of other laws and treats them as unlawful practices that the
19 UCL makes independently actionable. *See Blanks v. Shaw*, 171 Cal. App. 4th 336, 363-64
20 (2009); *Schnall v. Hertz Corp.*, 78 Cal. App. 4th 1144, 1153 (2000).

21 190. DEFENDANTS violated the "unlawful" prong of *California Business and Professions* section
22 17200, *et seq.* as follows:

- 23 a. Violations of *Cal. Labor Code* § 1194;
- 24 b. Violations of Section 4 of *Cal. Code Regs.* tit. 8 § 11040;
- 25 c. Violations of *Cal. Labor Code* § 510;
- 26 d. Violations of Section 3 of *Cal. Code Regs.* tit. 8 § 11040;
- 27 e. Violations of *Cal. Labor Code* § 512;
- 28 f. Violations of Section 11 of *Cal. Code Regs.* tit. 8 § 11040;

- g. Violations of *Cal. Labor Code* § 226.7;
- h. Violations of Section 12 of *Cal. Code Regs.* tit. 8 § 11040;
- i. Violations of *Cal. Labor Code* § 2802; and
- j. Violations of Section 9 of *Cal. Code Regs.* tit. 8 § 11040.

191. The violation of these laws serves as unlawful predicate acts which have resulted in injury in fact and loss of money and property to PLAINTIFF for purposes of *Business and Professions Code* sections 17200, *et seq.*

192. PLAINTIFF is entitled to restitutionary damages which constitutes or results from all unpaid wages, the additional hours of pay at PLAINTIFF's regular rate for DEFENDANTS' failure to provide meal and rest periods as well as, costs and/or necessary expenses incurred in discharging PLAINTIFF's duties for DEFENDANTS.

TENTH CAUSE OF ACTION

Violations of / Civil Penalties Pursuant to *Cal. Lab. Code* § 2698, *et seq.* (Against All DEFENDANTS)

193. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

194. At all times relevant herein, *California Labor Code* § 2698, *et seq.* are and were in full force and effect and are binding on DEFENDANTS.

195. "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 pursuant to the procedures specified in Section 2699.3." *Cal. Lab. Code* § 2699(a).

196. "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial

violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” *Id.* at (f)(2).

197. “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3.” *Id.* at (g)(1).

198. “Nothing in this part shall operate to limit an employee’s right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part.” *Id.* at 2699(g).

199. On December 16, 2024, PLAINTIFF sent a written PAGA notice by USPS first-class certified mail to all DEFENDANTS notifying them of the specific violations set forth therein and herein, and the facts and theories supporting the violations. (*See* Exh. 1.)

200. On December 16, 2024, PLAINTIFF submitted the PAGA notice electronically to the LWDA.

201. The LWDA provided no notice of investigation to PLAINTIFF within the statutorily required period of time following December 16, 2024. As of the date of this first amended complaint, the LWDA has provided no notice of investigation to PLAINTIFF.

202. Thus, PLAINTIFF can commence this civil action with a cause of action under *California Labor Code* section 2698, *et. seq.*

203. At all times relevant, *California Labor Code* sections 1182.12, 1197 and 1197.1 are and were in full force and effect and are binding on DEFENDANTS.

204. “For any employer who employs 26 or more employees, the minimum wage shall be as follows: (A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and fifty cents (\$10.50) per hour. (B) From January 1, 2018, to December 31, 2018, inclusive,—eleven dollars (\$11) per hour. (C) From January 1, 2019, to December 31, 2019, inclusive,—twelve dollars (\$12) per hour. (D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars (\$13) per hour. (E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars (\$14) per hour. (F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour.” *Cal. Labor Code* § 1182.12.

1 205. “For any employer who employs 25 or fewer employees, the minimum wage shall be as
2 follows: (A) From January 1, 2018, to December 31, 2018, inclusive,—ten dollars and fifty
3 cents (\$10.50) per hour. (B) From January 1, 2019, to December 31, 2019, inclusive,—eleven
4 dollars (\$11) per hour. (C) From January 1, 2020, to December 31, 2020, inclusive,—twelve
5 dollars (\$12) per hour. (D) From January 1, 2021, to December 31, 2021, inclusive,—thirteen
6 dollars (\$13) per hour. (E) From January 1, 2022, to December 31, 2022, inclusive,—fourteen
7 dollars (\$14) per hour. (F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen
8 dollars (\$15) per hour.” *Id.*

9 206. “The minimum wage for employees fixed by the commission or by any applicable state or local
10 law, is the minimum wage to be paid to employees, and the payment of a lower wage than the
11 minimum so fixed is unlawful. This section does not change the applicability of local minimum
12 wage laws to any entity.” *Id.* at 1197.

13 207. “Any employer or other person acting either individually or as an officer, agent, or employee of
14 another person, who pays or causes to be paid to any employee a wage less than the minimum
15 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
16 civil penalty, restitution of wages, liquidated damages payable to the employee, and any
17 applicable penalties imposed pursuant to Section 203” *Id.* at 1197.1(a).

18 208. “For any initial violation that is intentionally committed, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee is underpaid. This amount
20 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
21 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.” *Id.*
22 at 1197.1(a)(1).

23 209. “For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250)
24 for each underpaid employee for each pay period for which the employee is underpaid
25 regardless of whether the initial violation is intentionally committed. This amount shall be in
26 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
27 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.” *Id.* at
28 1197.1(a)(2).

1 210. “Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203,
2 recovered pursuant to this section shall be paid to the affected employee.” *Id.* at 1197.1(a)(3).

3 211. As set forth herein, PLAINTIFFS and all other AGGRIEVED EMPLOYEES were/are victims
4 of DEFENDANTS’ violations of *California Labor Code* sections 1194, 1194.2, 1197 and
5 1182.12, as well as, Section 4 of the applicable IWC Wage Order during each relevant pay
6 period, and in at least one pay period.

7 212. Beginning January 1, 2016 *California Labor Code* section 558 is and was in full force and
8 effect and is binding on DEFENDANTS.

9 213. “Any employer or other person acting on behalf of an employer who violates, or causes to be
10 violated, a section of this chapter or any provision regulating hours and days of work in any
11 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: For
12 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
13 which the employee was underpaid in addition to an amount sufficient to recover underpaid
14 wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
15 for each pay period for which the employee was underpaid in addition to an amount sufficient to
16 recover underpaid wages.” *Id.* at 558(a)(1)-(2).

17 214. “The civil penalties provided for in this section are in addition to any other civil . . . penalty
18 provided by law.” *Id.* at (d).

19 215. As set forth herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were/are victims of
20 DEFENDANTS’ violations of *California Labor Code* sections 510, 512 and 226.7, as well as,
21 Section 3 of the applicable IWC Wage Order during each relevant pay period, and in at least
22 one pay period.

23 216. At all times relevant herein, *California Labor Code* sections 221, 223 and 225.5 are and were in
24 full force and effect and binding on DEFENDANTS.

25 217. “It shall be unlawful for any employer to collect or receive from an employee any part of wages
26 theretofore paid by said employer to said employee.” *Cal. Lab. Code* § 221.

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1 218. “Where any statute or contract requires an employer to maintain the designated wage scale, it
2 shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by
3 statute or by contract.” *Id.* at 223.

4 219. “In addition to, and entirely independent and apart from, any other penalty provided in this
5 article, every person who unlawfully withholds wages due any employee in violation of
6 Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows: (a) For any
7 initial violation, one hundred dollars (\$100) for each failure to pay each employee.(b) For each
8 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
9 failure to pay each employee, plus 25 percent of the amount unlawfully withheld. *Id.* at 225.5.

10 220. As described herein, DEFENDANTS withheld earned wages from PLAINTIFF and all
11 AGGRIEVED EMPLOYEES.

12 221. As set forth herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were/are victims of
13 DEFENDANTS’ violations of *California Labor Code* sections 221, 222, 223, as well as, the
14 applicable IWC Wage Order during each relevant pay period, and in at least one pay period.

15 222. At all times relevant herein, *California Labor Code* sections 204 and 210 were and are in full
16 force and effect and binding on DEFENDANTS.

17 223. “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by
18 any person in any employment are due and payable twice during each calendar month, on days
19 designated in advance by the employer as the regular paydays.” *Cal. Lab. Code* § 204.

20 224. “In addition to, and entirely independent and apart from, any other penalty provided in this
21 article, every person who fails to pay the wages of each employee as provided in Sections
22 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
23 follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
24 employee. (2) For each subsequent violation, or any willful or intentional violation, two
25 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
26 unlawfully withheld.” *Id.* at 210.

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1 225. As set forth herein, all AGGRIEVED EMPLOYEES were/are victims of DEFENDANTS'
2 violations of *California Labor Code* sections 226.7 and 512, thus, 204, as well as, the applicable
3 IWC Wage Order during each relevant pay period, and in at least one pay period. Accordingly,
4 DEFENDANTS owe Section 210 civil penalties to the *State of California and any and all*
5 *AGGRIEVED EMPLOYEES* for each pay relevant period, and in at least one pay period for
6 its/their violations of *California Labor Code* sections 226.7 and 512, thus, 204.

7 226. At all times relevant herein, *California Labor Code* sections 1174 and 1174.5 are and were in
8 full force and effect and are binding on DEFENDANTS.

9 227. "Every person employing labor in this state shall: . . . Keep, at a central location in the state or
10 at the plants or establishments at which employees are employed, payroll records showing the
11 hours worked daily by and the wages paid to" *Cal. Lab. Code* § 1174(d).

12 228. "Any person employing labor who willfully fails to maintain the records required by
13 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of
14 Section 1174, or to allow any member of the commission or employees of the division to
15 inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of
16 five hundred dollars (\$500)." *Id.* at 1174.5.

17 229. As set forth herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were/are victims of
18 DEFENDANTS' violations of *California Labor Code* section 1174 as well as, the applicable
19 IWC Wage Order during each relevant pay period, and in at least one pay period.

20 230. At all times relevant herein, *California Labor Code* section 201, 202, 203 and 208 are and were
21 in full force and effect and are binding on DEFENDANTS.

22 231. "If an employee not having a written contract for a definite period quits his or her employment,
23 his or her wages shall become due and payable not later than 72 hours thereafter, unless the
24 employee has given 72 hours previous notice of his or her intention to quit, in which case the
25 employee is entitled to his or her wages at the time of quitting. Notwithstanding any other
26 provision of law, an employee who quits without providing a 72-hour notice shall be entitled to
27 receive payment by mail if he or she so requests and designates a mailing address. The date of
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1 the mailing shall constitute the date of payment for purposes of the requirement to provide
2 payment within 72 hours of the notice of quitting.” *Id.* at 202(a).

3 232. At the time PLAINTIFF’s termination, DEFENDANTS willfully failed to pay PLAINTIFF at
4 the place of discharge all the herein-described wages owed to PLAINTIFF.

5 233. As set forth herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were/are victims of
6 DEFENDANTS’ violations of *California Labor Code* sections 201, 202, 203 and 208, as well
7 as, the applicable IWC Wage Order during each relevant pay period, and in at least one pay
8 period.

9 234. At all times relevant herein, *California Labor Code* section 1198 is and was in full force and
10 effect and is binding on DEFENDANTS.

11 235. “The maximum hours of work and the standard conditions of labor fixed by the commission
12 shall be the maximum hours of work and the standard conditions of labor for employees. The
13 employment of any employee for longer hours than those fixed by the order or under conditions
14 of labor prohibited by the order is unlawful.” *Cal. Lab. Code* § 1198.

15 236. As set forth herein, DEFENDANTS employed PLAINTIFF and all other AGGRIEVED
16 EMPLOYEES for longer hours than those fixed by the order and/or under conditions of labor
17 prohibited by the applicable IWC Wage Order. Accordingly, DEFENDANTS’ actions were/are
18 unlawful and in violation of *California Labor Code* section 1198 during each relevant pay
19 period, and in at least one pay period.

20 237. At all times relevant herein, *California Labor Code* section 1199 is and was in full force and
21 effect and is binding on DEFENDANTS.

22 238. “Every employer or other person acting either individually or as an officer, agent, or employee
23 of another person is . . . punishable by a fine of not less than one hundred dollars (\$100) . . .
24 who does any of the following: (a) Requires or causes any employee to work for longer hours
25 than those fixed, or under conditions of labor prohibited by an order of the commission.
26 (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order
27 of the commission. (c) Violates or refuses or neglects to comply with any provision of this
28 chapter or any order or ruling of the commission.” *Id.* at 1199.

1 239. As set forth herein, DEFENDANTS required or caused PLAINTIFF and AGGRIEVED
2 EMPLOYEES to work for longer hours than those fixed, or under conditions of labor prohibited
3 by an order of the commission, DEFENDANTS paid or caused to be paid to PLAINTIFF and
4 AGGRIEVED EMPLOYEES a wage less than the minimum fixed by an order of the
5 commission, and DEFENDANTS refuse/d or neglect/ed to comply with provisions of this
6 chapter or any order or ruling of the commission. All DEFENDANTS' preceding actions
7 were/are in violation of *California Labor Code* section 1199 and took place during each
8 relevant pay period, and in at least one pay period.

9 240. At all times relevant herein, *California Labor Code* sections 207, 246 and 247 were and are in
10 full force and effect and is binding on DEFENDANTS.

11 241. "Every employer shall keep posted conspicuously at the place of work, if practicable, or
12 otherwise where it can be seen as employees come or go to their places of work, or at the office
13 or nearest agency for payment kept by the employer, a notice specifying the regular pay days
14 and the time and place of payment, in accordance with this article." *Cal. Lab. Code* § 207.

15 242. "An employee who, on or after July 1, 2015, works in California for the same employer for 30
16 or more days within a year from the commencement of employment is entitled to paid sick days
17 as specified in this section." *Id.* at 246(a)(1).

18 243. "An employee shall accrue paid sick days at the rate of not less than one hour per every 30
19 hours worked, beginning at the commencement of employment or the operative date of this
20 article, whichever is later, subject to the use and accrual limitations set forth in this section." *Id.*
21 at (b)(1). "An employee shall be entitled to use accrued paid sick days beginning on the 90th
22 day of employment, after which day the employee may use paid sick days as they are accrued."
23 *Id.* at (c).

24 244. "Accrued paid sick days shall carry over to the following year of employment. However, an
25 employer may limit an employee's use of accrued paid sick days to 24 hours or three days in
26 each year of employment, calendar year, or 12-month period. This section shall be satisfied and
27 no accrual or carryover is required if the full amount of leave is received at the beginning of
28 each year of employment, calendar year, or 12-month period. The term 'full amount of leave'

1 means three days or 24 hours. An employer shall provide an employee with written notice that
2 sets forth the amount of paid sick leave available, or paid time off leave an employer provides in
3 lieu of sick leave, for use on either the employee's itemized wage statement described in
4 Section 226 or in a separate writing provided on the designated pay date with the employee's
5 payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off
6 to an employee, the employer may satisfy this section by indicating on the notice or the
7 employee's itemized wage statement 'unlimited.' The penalties described in this article for a
8 violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This
9 subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare
10 Commission only on and after January 21, 2016." *Id.* at (i).

11 245. "(l) For the purposes of this section, an employer shall calculate paid sick leave using any of the
12 following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the
13 same manner as the regular rate of pay for the workweek in which the employee uses paid sick
14 time, whether or not the employee actually works overtime in that workweek. (2) Paid sick
15 time for nonexempt employees shall be calculated by dividing the employee's total wages, not
16 including overtime premium pay, by the employee's total hours worked in the full pay periods
17 of the prior 90 days of employment. (3) Paid sick time for exempt employees shall be
18 calculated in the same manner as the employer calculates wages for other forms of paid leave
19 time." *Id.* at (l)(1)-(3).

20 246. "(a) In each workplace of the employer, the employer shall display a poster in a conspicuous
21 place containing all the information specified in subdivision (b). The Labor Commissioner shall
22 create a poster containing this information and make it available to employers. (b) The poster
23 shall state all of the following:(1) An employee is entitled to accrue, request, and use paid sick
24 days. (2) The amount of sick days provided for by this article. (3) The terms of use of paid sick
25 days." *Id.* at 247(a)-(b)(1)-(3).

26 247. As set forth herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were/are victims of
27 DEFENDANTS violations of *California Labor Code* sections 207, 246 and 247 during each
28 relevant pay period, and in at least one pay period.

1 **CORPORATE DEFENDANTS' CIVIL PENALTIES**

2 248. As detailed herein, PLAINTIFF and any and all AGGRIEVED EMPLOYEES were/are victims
3 of CORPORATE DEFENDANTS's violations of the following *California Labor Code*
4 sections: 1194; 1194.2; 510; 512; 226.7; 2802; 221; 225.5; 226; 201; 202; 203; 208; 207; 247;
5 and 2802, as well as, Sections 3, 4, 7, 9, 11 and 12 of the applicable IWC Wage Order.

6 249. Based on the just-listed violations, CORPORATE DEFENDANTS also violated the following
7 *California Labor Codes* sections: 1197; 1182.12; 1198; 1199; 204; 1174; and 558.1, as well as,
8 the applicable IWC Wage Order.

9 250. Based on all CORPORATE DEFENDANTS's herein-detailed violations, CORPORATE
10 DEFENDANTS owes PLAINTIFF, and the State of California civil penalties under to the
11 following *California Labor Code* sections: 1197.1; 558; 1174.5; and 2699(f)(1)-(2).

12 251. Based on all CORPORATE DEFENDANTS's herein-detailed violations, CORPORATE
13 DEFENDANTS owes the AGGRIEVED EMPLOYEES, and the State of California civil
14 penalties under the following *California Labor Code* sections: 1197.1; 558; 210 (based on
15 DEFENDANTS' violations of Sections 512 and 226.7); 1174.5; and 2699(f)(1)-(2).

16 **INDIVIDUAL DEFENDANTS' CIVIL PENALTIES**

17 252. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
18 herein.

19 253. Beginning January 1, 2016 *California Labor Code* section 558.1 is and was in full force and
20 effect and is binding on INDIVIDUAL DEFENDANTS. And at all times relevant herein,
21 *California Labor Code* section 1197.1 is and was in full force and effect and is binding on
22 INDIVIDUAL DEFENDANTS.

23 254. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
24 violated, any provision regulating minimum wages or hours and days of work in any order of
25 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
26 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal. Lab.*
27 *Code* § 558.1(a). "Nothing in this section shall be construed to limit the definition of employer
28 under existing law." *Id.* at 558.1(c).

1 255. “For purposes of this section, the term “other person acting on behalf of an employer” is limited
2 to a natural person who is an owner, director, officer, or managing agent of the employer, and
3 the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the
4 Civil Code.” *Id.* at (b).

5 256. “Nothing in this section shall be construed to limit the definition of employer under existing
6 law.” *Id.* at (c).

7 257. “Any employer or other person acting either individually or as an officer, agent, or employee of
8 another person, who pays or causes to be paid to any employee a wage less than the minimum
9 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
10 civil penalty” *Id.* at 1197.1(a). “For any initial violation that is intentionally committed,
11 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
12 employee is underpaid. *Id.* at (a)(1).

13 258. As detailed herein, INDIVIDUAL DEFENDANTS violate/d, and/or cause/d to be violated the
14 provision regulating minimum wages or hours and days of work in the applicable IWC Wage
15 Order and *California Labor Code* sections 203, 226, 226.7, 1194, 510, 512 and 2802.
16 PLAINTIFF and all other AGGRIEVED EMPLOYEES were/are victims of the just-listed
17 violations in all pay periods and in at least one pay period.

18 259. Based on the just-listed violations, INDIVIDUAL DEFENDANTS also violated the following
19 *California Labor Codes* sections: 1197; 1182.12; 1198; 1199; 204; and 558.1, as well as, the
20 applicable IWC Wage Order.

21 260. Based on all INDIVIDUAL DEFENDANTS’ herein-detailed violations, INDIVIDUAL
22 DEFENDANTS owe PLAINTIFF, and the State of California civil penalties under the
23 following *California Labor Code* sections: 1197.1; 558; and 2699(f)(1)-(2).

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27 ///

1 261. Based on all INDIVIDUAL DEFENDANTS' herein-detailed violations, INDIVIDUAL
2 DEFENDANTS owe the AGGRIEVED EMPLOYEES, and State of California civil penalties
3 under the following *California Labor Code* sections: 1197.1; 558; 210 (based on
4 DEFENDANTS' violations of Sections 512 and 226.7); and 2699(f)(1)-(2).

5 262. PLAINTIFF prays that the Court award all civil penalties for PLAINTIFF, all AGGRIEVED
6 EMPLOYEES and the State of California, as well as, reasonable attorney's fees and costs
7 incurred in this action, and any filing fee paid in this action based on DEFENDANTS' herein-
8 detailed violations of the *California Labor Code* and the applicable IWC Wage Order.

9
10 **ELEVENTH CAUSE OF ACTION**

11 **Penalties and Injunctive Relief for Violation of *Cal. Labor Code* § 226(c)**
12 **(Against CORPORATE DEFENDANTS)**

13 263. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
14 herein.

15 264. At all times relevant herein, *California Labor Code* section 226(c) is and was in full force and
16 effect and is binding on DEFENDANTS.

17 265. "An employer that is required by this code or any regulation adopted pursuant to this code to
18 keep the information required by subdivision (a) shall afford current and former employees the
19 right to inspect or copy records pertaining to their employment, upon reasonable request to the
20 employer." *Cal. Lab. Code* § 226(b).

21 266. "An employer who receives a written or oral request to inspect or copy records pursuant to
22 subdivision (b) pertaining to a current or former employee shall comply with the request as soon
23 as practicable, but no later than 21 calendar days from the date of the request." *Cal. Lab. Code*
24 § 226(c).

25 267. "A failure by an employer to permit a current or former employee to inspect or copy records
26 within the time set forth in subdivision (c) entitles the current or former employee or the Labor
27 Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." *Cal.*
28 *Lab. Code* § 226(f).

///

1 268. "An employee may also bring an action for injunctive relief to ensure compliance with this
2 section, and is entitled to an award of costs and reasonable attorney's fees." *Cal. Lab. Code* §
3 226(h).

4 269. As set forth herein, PLAINTIFF was/is victim of DEFENDANTS' violations of *California*
5 *Labor Code* section 226(c).

6 270. PLAINTIFF prays that the Court award PLAINTIFF all penalties from DEFENDANTS and
7 injunctive relief to ensure compliance with this section, and an award of costs and reasonable
8 attorney's fees pursuant to *California Labor Code* section 226(f) and (h).

9
10 **TWELFTH CAUSE OF ACTION**

11 **Penalties and Injunctive Relief for Violation of *Cal. Labor Code* § 1198.5**
12 **(Against CORPORATE DEFENDANTS)**

13 271. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
14 herein.

15 272. At all times relevant herein, *California Labor Code* section 1198.5 is and was in full force and
16 effect and is binding on DEFENDANTS.

17 273. An employer who receives a written or oral request from an employee or former employee to
18 inspect records pursuant to that section "shall" comply with the request within 30 days. *Cal.*
19 *Lab. Code* § 1198.5(b).

20 274. Whenever an employer fails to comply with section 1198.5, the employee is entitled to recover
21 a penalty of \$750 from the employer. *Id.* at 1198.5(k). In the event an employee must bring an
22 action to ensure compliance with the code, he/she is entitled to recover attorney's fees. *Id.* at
23 1198.5(1).

24 275. As set forth herein, PLAINTIFF was/is victim of DEFENDANTS' violations of *California*
25 *Labor Code* section 1198.5.

26 276. Accordingly, DEFENDANTS can be held liable for the damages stemming from the violations
27 of *California Labor Code* section 1198.5.

28 ///

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1 277. PLAINTIFF prays that the Court award PLAINTIFF all penalties from DEFENDANTS and
2 injunctive relief to ensure compliance with this section, and an award of costs and reasonable
3 attorney's fees pursuant to *California Labor Code* section 1198.5(k) and (l).

4
5 **PRAYERS FOR RELIEF**

6 WHEREFORE, Plaintiff SEVEN SALCEDO prays for judgment for Plaintiff STEVEN
7 SALCEDO individually against Defendant CASA COLINA SURGERY CENTER, LLC d/b/a
8 CASA COLINA SURGERY CENTER, LP, Defendant CASA COLINA, INC., Defendant
9 AMSURG, LLC, Defendant AMSURG HOLDINGS, LLC, Defendant AMSURG CMC ASC
10 VENTURES, LLC, Defendant GUY NAKAHAMA, and DOES 1 through 25 as follows:

- 11 1. All actual, consequential and incidental financial losses, unpaid wages, unpaid liquidated
12 damages, unpaid statutory penalties, all relief allowed under the *California Labor Code*,
13 restitution and all recoverable special damages, together with pre-judgment interest in an
14 amount according to proof, but not less than \$150,000.00;
- 15 2. Additional compensatory and/or general damages according to proof;
- 16 3. Reasonable attorney's fees, and costs of suit, according to proof, but not less than \$150,000.00;
- 17 4. Post-judgment interest pursuant to any applicable provision of law according to proof;
- 18 5. Any and all costs and fees incurred as a result of this action according to proof;
- 19 6. Injunctive relief; and
- 20 7. Any additional, further relief as the Court deems proper.

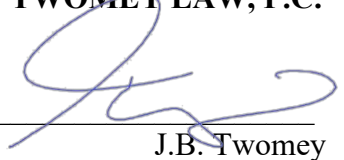
21
22 WHEREFORE, Plaintiff SEVEN SALCEDO, prays for judgment for (1) Plaintiff SEVEN
23 SALCEDO as an AGGRIEVED EMPLOYEE, (2) all AGGRIEVED EMPLOYEES and (2) the
24 State of California against Defendant CASA COLINA SURGERY CENTER, LLC d/b/a CASA
25 COLINA SURGERY CENTER, LP, Defendant CASA COLINA, INC., Defendant AMSURG,
26 LLC, Defendant AMSURG HOLDINGS, LLC, Defendant AMSURG CMC ASC VENTURES,
27 LLC, Defendant GUY NAKAHAMA, and DOES 1 through 25 as follows:
28

1. All civil penalties and relief allowed under the *California Labor Code* according to proof but not less than \$15,000,000.00;
2. Reasonable attorney's fees, and costs of suit, according to proof, but not less than \$5,000,000.00;
3. Post-judgment interest pursuant to any applicable provision of law according to proof;
4. Any and all costs and fees incurred as a result of this action according to proof; and
5. Any additional, further relief as the Court deems proper.

Dated: March 18, 2025

TWOMEY LAW, P.C.

BY: _____


J.B. Twomey
Attorney for Plaintiff,
STEVEN SALCEDO

DEMAND FOR JURY TRIAL

STEVEN SALCEDO hereby demands a trial by jury for all causes of action set forth herein that are entitled to a trial by jury.

Dated: March 18, 2025

TWOMEY LAW, P.C.

BY: _____

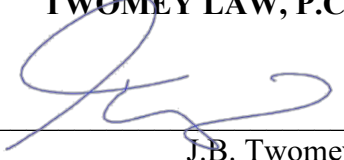

J.B. Twomey
Attorney for Plaintiff,
STEVEN SALCEDO

EXHIBIT 1

[illegible]

Fax: 818.937.6897

1

PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS have and are violating, and/or is/are causing violations of and/or owe civil penalties pursuant to the following *California Labor Code* sections: 2810.5; 207; 1197; 1182.12; 1194; 1194.2; 1197.1; 510; 512; 226.7; 558; 221; 223; 225.5; 1198; 1199; 204; 210; 226; 1174; 1174.5; 246; 247.5; 247; 2802; 201; 202; 203; 208; 558.1; 226(c); 1198.5; and 2699(f)(2).

Similarly, DEFENDANTS have and are violating, and/or is/are causing violations of IWC Wage Order Number 4-2001 (codified in *California Code of Regulations* tit. 8 Section 11040), *i.e.*, the applicable IWC Wage Order based on DEFENDANTS' business industry. Reference to the "applicable IWC Wage Order" is also reference to the applicable Section found in *California Code of Regulations* tit. 8 Section 11040 and vice versa. Accordingly, DEFENDANTS owe(s), *inter alia*, civil penalties under the PAGA to PLAINTIFF, the State of California, as well as, any and all of DEFENDANTS' current and former non-exempt California employees, including PLAINTIFF, working at, for, or out of any and all of DEFENDANTS' California centers/offices/locations (hereinafter, collectively referred to as "AGGRIEVED EMPLOYEES").

PLAINTIFF implores California's Labor and Workforce Development Agency (hereinafter referred to as "LWDA") to investigate all DEFENDANTS' herein-detailed violations of the *California Labor Code* and the applicable IWC Wage Order, as well as, any others that may exist, as those violations pertain to PLAINTIFF and any and all AGGRIEVED EMPLOYEES.

PLAINTIFF is informed and believes and based thereupon alleges that at all relevant times herein mentioned DEFENDANTS and DOES 1 through 25, inclusive, were the agents, servants and/or employees, partner, predecessor-in-interest, successor-in-interest, beneficiary, executor, fictitious business name, trustee, subsidiary, related/affiliated entity, assignee, assignor, legal representative, general administrator, member, co-conspirator, co-employer, integrated enterprise and/or joint venturer or occupied other relationships with each of the other named DEFENDANTS and at all times herein mentioned acted within the course and scope of said agency and/or employment and/or other relationship and each other DEFENDANTS has/have ratified, consented to, had actual and/or constructive knowledge of, was bound by, approved or, and/or failed to prevent the acts of its agents, employees, predecessor-in-interest, successor-in-interest, trustees, trustors, and/or representatives, and that each actively, passively, acquiesced, participated in, allowed, aided and abetted, assisted, acted, or failed to act, with one another in the commission of the wrongdoing alleged in this notice.

FACTS

DEFENDANTS own and operate numerous surgery and rehabilitation centers throughout California, including in Los Angeles County. "AMSURG partners with physicians and health systems to manage ambulatory surgery centers (ASCs) and deliver the highest standards of patient care and quality." (<https://amsurg.com/>.) AMGURG partners/ed with CASA COLINA SURGERY CENTER, LLC d/b/a CASA COLINA SURGERY CENTER, LP, and CASA COLINA, INC. to manage ASCs.

PLAINTIFF was hired by DEFENDANTS in or around January 2016 as a medical/surgical technician at their Casa Colina Surgery Center located at 255 E. Bonita Avenue, Pomona, California 91767. Upon PLAINTIFF's hiring, DEFENDANTS failed to provide PLAINTIFF and any and all AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging

allowances, (c) the regular payday designated by DEFENDANTS, (d) DEFENDANTS' name, including any and all of its "doing business as" names, (e) the physical address of DEFENDANTS' main office / principal place of business / mailing address, (f) DEFENDANTS' telephone number, (g) the name, address, and telephone number of DEFENDANTS' workers' compensation insurance carrier, and (h) information about PLAINTIFF and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFF and any and all AGGRIEVED EMPLOYEES have the right to file a complaint against DEFENDANTS if DEFENDANTS retaliates. PLAINTIFF is informed and believes, and thereon alleges, DEFENDANTS also fails/ed to provide any and all newly-hired AGGRIEVED EMPLOYEES written notices containing the preceding information. Similarly, when DEFENDANTS made any changes to the above-listed information, it further failed to notify PLAINTIFF and any and all AGGRIEVED EMPLOYEES of those changes within seven calendar days after the changing by notice, other writing or by a timely furnished itemized wage statement.

DURING all times relevant, PLAINTIFF worked five (5) days per week, nine (9) to ten (10) hours per day. DURING all times relevant, DEFENDANTS engages/ed in wage theft by reducing/withholding/failing to pay all wages earned by PLAINTIFF. Specifically, no less than 3 times each week, DEFENDANTS failed to make timely, uninterrupted meal periods available to PLAINTIFF. DEFENDANTS failed to make all PLAINTIFF's meal periods available to him because it failed to properly staff its center to cover all scheduled procedures, while also ensuring adequate coverage in order that PLAINTIFF and all AGGRIEVED EMPLOYEES were able to take meal periods. Based on the preceding, DEFENDANTS also failed to make timely, uninterrupted rest periods available to PLAINTIFF and all AGGRIEVED EMPLOYEES during all, or most work days. And when DEFENDANTS failed to make meal and rest periods available to PLAINTIFF and the AGGRIEVED EMPLOYEES, DEFENDANTS failed/fails to pay them an additional hour at their regular rate of compensation.

Moreover, DEFENDANTS' failure to make all meal periods available to PLAINTIFF and all AGGRIEVED EMPLOYEES included times when they were provided no meal periods at all. Instead of taking appropriate measures to ensure PLAINTIFF and all AGGRIEVED EMPLOYEES were provided lawful meal periods, DEFENDANTS manipulated their time records to indicate the staff were provided lawful meal periods. DEFENDANTS' manipulation not only acted to conceal meal period violations, thus, DEFENDANTS' obligation to pay meal period premiums, but also reduced PLAINTIFF and all AGGRIEVED EMPLOYEES' work time by no less than 30 minutes on days during which no meal period were made available, and less when meal periods were interrupted/cut short. DEFENDANTS' unlawful manipulating of work time resulted in DEFENDANTS failing to pay PLAINTIFF and the AGGRIEVED EMPLOYEES all wages they earned, including California's minimum wage and/or their lawful overtime pay.

DEFENDANTS' just-detailed company-wide pattern and practice of willfully withholding/reducing PLAINTIFF and all AGGRIEVED EMPLOYEES' wages, necessarily results in DEFENDANTS also willfully failing to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all wages they earn/ed twice during each calendar month, as well as, all wages owing within the

statutorily required time, and place, after any one of the AGGRIEVED EMPLOYEES' resignation, or termination from employment¹.

Also resulting from, and necessary to conceal DEFENDANTS' ongoing, company-wide pattern and practice of willfully withholding/reducing all forms of wages from PLAINTIFF and all AGGRIEVED EMPLOYEES, DEFENDANTS also failed/fails to furnish PLAINTIFF and all AGGRIEVED EMPLOYEES accurate itemized wage statements. The wage statements that DEFENDANTS furnishes to PLAINTIFF and all AGGRIEVED EMPLOYEES' fail to accurately show/evidence/contain/include (a) all forms of compensation earned, (b) all hours associated with any and all forms of wages depicted within the written explanations, (c) gross and net wages earned, (d) the name and address of the employer, (e) the name and/or employee number(s), (f) the start and end dates of the period during which the compensation was earned, or (g) the amount of paid sick leave available. And specifically, to (d) above, the wage statements DEFENDANTS furnish to PLAINTIFF and all AGGRIEVED EMPLOYEES identifies "CASA COLINA SURGERY CENTER, LP" which is not the legal entity employing them.

Further resulting from, and necessary to conceal DEFENDANTS' herein-detailed unlawful company-wide policies, DEFENDANTS failed/fails to keep in a central location records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' hours worked, paid sick days accrued, and wages earned/paid.

During all times relevant, PLAINTIFF and all AGGRIEVED EMPLOYEES are and were incurring expenses discharging their duties for, and/or at the direction of DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and all AGGRIEVED EMPLOYEES to incur business expenses for, including but not limited to, (1) being required to use their personal cellular phone services for texting, and calling about work-related matters, as well as, (2) using their personal vehicle for, including but not limited to, running various errands, such as picking up supplies for DEFENDANTS' business, dropping off recyclables, and moving furniture into and out of DEFENDANTS' office. Despite PLAINTIFF and all AGGRIEVED EMPLOYEES incurring no less than the preceding business expenditures, DEFENDANTS never reimbursed them for the same.

PLAINTIFF is informed and believes that during all times relevant, all, most or some of the herein-detailed violations of the *California Labor Code* and the applicable IWC Wage Order were/are violated, and/or were/are caused to be violated by including but not limited to DEFENDANTS' managing agent, and lead technician, Guy Nakahama. Hereinafter, Guy Nakahama and DOES 1 through 25 are collectively referred to as "INDIVIDUAL DEFENDANTS." And hereinafter, CORPORATE DEFENDANTS, INDIVIDUAL DEFENDANTS and DOES 1 through 25 are collectively referred to as "DEFENDANTS."

PLAINTIFF sent CORPORATE DEFENDANTS records requests pursuant to *California Labor Code* Sections 226(c), 247.5 and 1198.5 in the same certified envelope containing this notice. PLAINTIFF does not believe DEFENDANTS will produce or give PLAINTIFF access to the records within the statutorily required time, if at all.

¹DEFENDANTS terminated PLAINTIFF's employment On or around March 7, 2024. And upon doing so, DEFENDANTS willfully failed/fails to pay PLAINTIFF all the herein-detailed unpaid wages at the time and place of his termination.

PLAINTIFF is informed and believes and thereon alleges that any and all of DEFENDANTS' current and former non-exempt California employees including all non-exempt employees other than those in PLAINTIFF's specific department, and/or specific location, *i.e.*, any and all AGGRIEVED EMPLOYEES, were/are also subjected to all of DEFENDANTS' herein-detailed violations of the *California Labor Code* and applicable IWC Wage Order during each and every pay period they work/ed, and in any event in at least one pay period, during no less than one (1) year back from the date of this notice, and will be further subjected to said violations, up to and including each and every present day until citations are issued by the LWDA, or a Court enters judgment.

DEFENDANTS' VIOLATIONS

I. DEFENDANTS' Violations of California Labor Code Section 2810.5.

a. California Labor Code Section 2810.5.

At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information: (A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. (C) The regular payday designated by the employer in accordance with the requirements of this code. (D) The name of the employer, including any "doing business as" names used by the employer. (E) The physical address of the employer's main office or principal place of business, and a mailing address, if different. (F) The telephone number of the employer. (G) The name, address, and telephone number of the employer's workers' compensation insurance carrier. (H) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

Cal. Lab. Code § 2810.5(a)(1)(A)-(H).

Moreover,

An employer shall notify his or her employees in writing of any changes to the information set forth in the notice within seven calendar days after the time of the changes, unless one of the following applies: (1) All changes are reflected on a timely wage statement furnished in accordance with Section 226. (2) Notice of all changes is provided in another writing required by law within seven days of the changes.

Id. at (b)(1)-(2).

b. Facts and Theories Supporting DEFENDANTS' Violations of *California Labor Code* Section 2810.5.

Upon PLAINTIFF's hiring, DEFENDANTS failed to provide PLAINTIFF and any and all AGGRIEVED EMPLOYEES written notices containing (a) the rate or rates of pay and basis thereof, (b) any allowances claimed as part of the minimum wage, including meal or lodging allowances, (c) the regular payday designated by DEFENDANTS, (d) DEFENDANTS' name, including any and all of its "doing business as" names, (e) the physical address of DEFENDANTS' main office / principal place of business / mailing address, (f) DEFENDANTS' telephone number, (g) the name, address, and telephone number of DEFENDANTS' workers' compensation insurance carrier, and (h) information about PLAINTIFF and any and all AGGRIEVED EMPLOYEES accruing and using sick leave; and having the right to request and use accrued paid sick leave without fear of being terminated or retaliated against for using or requesting the use of accrued paid sick leave, and that PLAINTIFF and any and all AGGRIEVED EMPLOYEES have the right to file a complaint against DEFENDANTS if DEFENDANTS retaliates. PLAINTIFF is informed and believes, and thereon alleges, DEFENDANTS also fails/ed to provide any and all newly-hired AGGRIEVED EMPLOYEES written notices containing the preceding information. Similarly, when DEFENDANTS made any changes to the above-listed information, it further failed to notify PLAINTIFF and any and all AGGRIEVED EMPLOYEES of those changes within seven calendar days after the changing by notice, other writing or by a timely furnished itemized wage statement. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 2810.5. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 2810.5.

II. DEFENDANTS' Violations of *California Labor Code* Section 207.

a. *California Labor Code* Section 207.

Every employer shall keep posted conspicuously at the place of work, if practicable, or otherwise where it can be seen as employees come or go to their places of work, or at the office or nearest agency for payment kept by the employer, a notice specifying the regular pay days and the time and place of payment, in accordance with this article.

Cal. Lab. Code § 207.

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 207.

As set forth herein, DEFENDANTS failed to keep posted conspicuously at its/their place of work, or at any other place where it could be seen by PLAINTIFF and all AGGRIEVED EMPLOYEES, a notice(s) specifying its/their regular pay days and the time and place of payment to PLAINTIFF and all AGGRIEVED EMPLOYEES. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 207. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 207.

III. DEFENDANTS' Violations of California Labor Code Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. California Labor Code Sections 1197, 1182.12, 1194, 1194.2 and 1197.1.

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Cal. Labor Code § 1197.

Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.

Id. at 1182.12.

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

Id. at 1194(a).

In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of liquidated damages for failure to pay overtime compensation. A suit may be filed for liquidated damages at any time before the expiration of the statute of limitations on an action for wages from which the liquidated damages arise.

Id. at 1194.2(a).

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

DEFENDANTS' failure to make all meal periods available to PLAINTIFF and all AGGRIEVED EMPLOYEES included times when they were provided no meal periods at all. Instead of taking appropriate measures to ensure PLAINTIFF and all AGGRIEVED EMPLOYEES were provided lawful meal periods, DEFENDANTS manipulated their time records to indicate the staff were provided lawful meal periods. DEFENDANTS' manipulation not only acted to conceal meal period violations, thus, DEFENDANTS' obligation to pay meal period premiums, but also reduced PLAINTIFF and all AGGRIEVED EMPLOYEES' work time by no less than 30 minutes on days during which no meal period were made available, and less when meal periods were interrupted/cut short. DEFENDANTS' unlawful manipulating of work time resulted in DEFENDANTS failing to pay PLAINTIFF and the AGGRIEVED EMPLOYEES all wages they earned, including California's minimum wage and/or their lawful overtime pay. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 1197, 1182.12, 1194, 1194.2 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 1197, 1194, 1199, 1197.1, and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1182.12 and 1194.2.

IV. DEFENDANTS' Violations of *California Labor Code* Section 510.

a. *California Labor Code* Section 510.

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

Cal. Labor Code § 510; *see also Cal. Code Regs.* tit. 8 § 11040(3)(A)(a)(1).

b. Facts and Theories Supporting DEFENDANTS' Violations of *California Labor Code* Section 510.

DEFENDANTS' failure to make all meal periods available to PLAINTIFF and all AGGRIEVED EMPLOYEES included times when they were provided no meal periods at all. Instead of taking appropriate measures to ensure PLAINTIFF and all AGGRIEVED EMPLOYEES were provided lawful meal periods, DEFENDANTS manipulated their time records to indicate the staff were provided lawful meal periods. DEFENDANTS' manipulation not only acted to conceal meal period violations, thus, DEFENDANTS' obligation to pay meal period premiums, but also reduced PLAINTIFF and all AGGRIEVED EMPLOYEES' work time by no less than 30 minutes on days during which no meal period were made available, and less when meal periods were interrupted/cut short. DEFENDANTS' unlawful manipulating of work time resulted in DEFENDANTS failing to pay PLAINTIFF and the AGGRIEVED EMPLOYEES all wages they earned, including California's minimum wage and/or their lawful overtime pay. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 510 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 510.

V. **DEFENDANTS' Violations of *California Labor Code* Sections 512, 226.7 and, thus, Owe Penalties/Premiums Pursuant to Section 226.7.**

a. *California Labor Code* Sections 512 and 226.7.

An employer may 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 may 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.

Cal. Lab. Code § 512(a); *see also Cal. Code Regs.* tit. 8 § 11040(11)(A)-(C).

An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

Cal. Lab. Code § 226.7(b); *see also Cal. Code Regs.* tit. 8 § 11040(12)(A)-(B). Pursuant to the *California Labor Code* and the applicable IWC Wage Order, employees are entitled to an uninterrupted rest period of not less than ten (10) minutes per four (4) hours or major fraction thereof. *Id.*

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Id. at 226.7(c); *see also Cal. Code Regs.* tit. 8 § 11040(11)(D).

- a. Facts and Theories Supporting DEFENDANTS' Violations of *California Labor Code* Sections 512, 226.7 and, thus, Owe Penalties/Premiums Pursuant to Section 226.7.

DURING all times relevant, DEFENDANTS engages/ed in wage theft by reducing/withholding/failing to pay all wages earned by PLAINTIFF. Specifically, no less than 3 times each week, DEFENDANTS failed to make timely, uninterrupted meal periods available to PLAINTIFF. DEFENDANTS failed to make all PLAINTIFF's meal periods available to him because it failed to properly staff its center to cover all scheduled procedures, while also ensuring adequate coverage in order that PLAINTIFF and all AGGRIEVED EMPLOYEES were able to take meal periods. Based on the preceding, DEFENDANTS also failed to make timely, uninterrupted rest periods available to PLAINTIFF and all AGGRIEVED EMPLOYEES during all, or most work days. And when DEFENDANTS failed to make meal and rest periods available to PLAINTIFF and the AGGRIEVED EMPLOYEES, DEFENDANTS failed/fails to pay them an additional hour at their regular rate of compensation. Moreover, DEFENDANTS' failure to make all meal periods available to PLAINTIFF and all AGGRIEVED EMPLOYEES included times when they were provided no meal periods at all. Instead of taking appropriate measures to ensure PLAINTIFF and all AGGRIEVED EMPLOYEES were provided lawful meal periods, DEFENDANTS manipulated their time records to indicate the staff were provided lawful meal periods. DEFENDANTS' manipulation not only acted to conceal meal period violations, thus, DEFENDANTS' obligation to pay meal period premiums, but also reduced PLAINTIFF and all AGGRIEVED EMPLOYEES' work time by no less than 30 minutes on days during which no meal period were made available, and less when meal periods were interrupted/cut short. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 512 and 226.7 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 512 and 226.7.

VI. DEFENDANTS' Liability for Civil Penalties Pursuant to *California Labor Code* Section 558.

- a. *California Labor Code* Section 558.

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: 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. 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.”

Cal. Lab. Code § 558(a)(1)-(2).

b. Facts and Theories Supporting DEFENDANTS’ Liability for Civil Penalties Pursuant to *California Labor Code* Section 558.

As set forth herein, during all times relevant, DEFENDANTS were and are violating *California Labor Code* Sections 510 and 512, as well as, the provision regulating hours and days of work in the applicable IWC Wage Order. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 558. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.

VII. DEFENDANTS’ Violations of *California Labor Code* Sections 221 and 223, Thus, Liability for Penalties Pursuant to Section 225.5.

a. *California Labor Code* Section 221, 223 and 225.5.

“It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Section 221 specifies that it is unlawful for an employer to collect or receive any part of wages already paid to an employee. The law, though, does allow for an employee to volunteer repayment of overpaid wages. The employee must agree to this via a written authorization. *Cal. Lab. Code* § 221. “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.” *Id.* at 223.

In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows:

- (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Id. at 225.5.

b. Facts and Theories Supporting DEFENDANTS’ Violations of *California Labor Code* Sections 221 and 223, Thus, Liability for Penalties Pursuant to Section 225.5.

DURING all times relevant, PLAINTIFF worked five (5) days per week, nine (9) to ten (10) hours per day. DURING all times relevant, DEFENDANTS engages/ed in wage theft by

reducing/withholding/failing to pay all wages earned by PLAINTIFF. Specifically, no less than 3 times each week, DEFENDANTS failed to make timely, uninterrupted meal periods available to PLAINTIFF. DEFENDANTS failed to make all PLAINTIFF's meal periods available to him because it failed to properly staff its center to cover all scheduled procedures, while also ensuring adequate coverage in order that PLAINTIFF and all AGGRIEVED EMPLOYEES were able to take meal periods. Based on the preceding, DEFENDANTS also failed to make timely, uninterrupted rest periods available to PLAINTIFF and all AGGRIEVED EMPLOYEES during all, or most work days. And when DEFENDANTS failed to make meal and rest periods available to PLAINTIFF and the AGGRIEVED EMPLOYEES, DEFENDANTS failed/fails to pay them an additional hour at their regular rate of compensation. Moreover, DEFENDANTS' failure to make all meal periods available to PLAINTIFF and all AGGRIEVED EMPLOYEES included times when they were provided no meal periods at all. Instead of taking appropriate measures to ensure PLAINTIFF and all AGGRIEVED EMPLOYEES were provided lawful meal periods, DEFENDANTS manipulated their time records to indicate the staff were provided lawful meal periods. DEFENDANTS' manipulation not only acted to conceal meal period violations, thus, DEFENDANTS' obligation to pay meal period premiums, but also reduced PLAINTIFF and all AGGRIEVED EMPLOYEES' work time by no less than 30 minutes on days during which no meal period were made available, and less when meal periods were interrupted/cut short. DEFENDANTS' unlawful manipulating of work time resulted in DEFENDANTS failing to pay PLAINTIFF and the AGGRIEVED EMPLOYEES all wages they earned, including California's minimum wage and/or their lawful overtime pay. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 221 and 223, and is, thus, liable for civil penalties pursuant to Section 225.5. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 221 and 223, and subdivision (c) applies to 225.5.

VIII. DEFENDANTS' Violations of California Labor Code Section 1198.

a. California Labor Code Section 1198.

"The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." *Cal. Labor Code* § 1198.

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Section 1198.

As set forth herein, during all relevant pay periods, DEFENDANTS continuously violated the standard and conditions of labor fixed by the commission, including but not limited to its violations of *California Labor Code* sections 1197, 1182.12, 1194, 510, 512, 226.7 and *Cal. Code Regs.* tit. 8 Section 11040(3), (4), (11) and (12). Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 1198. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1198.

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IX. DEFENDANTS' Violations of California Labor Code Section 1199.

a. California Labor Code Section 1199.

Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission. (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

Cal. Labor Code § 1199.

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Section 1199.

As set forth herein, during all times relevant, DEFENDANTS continuously required or caused PLAINTIFF and any and all AGGRIEVED EMPLOYEES to (1) work for longer hours than those fixed by an order of the commission, (2) under conditions of labor prohibited by an order of the commission, and (3) to be paid a wage less than the minimum fixed by an order of the commission. Moreover, during all times relevant, DEFENDANTS continuously violates, refuses and neglects to comply with provisions of this chapter of the *California Labor Code* and orders and rulings of the commission as evidenced by its violations of *California Labor Code* sections 1197, 1182.12, 1194, 510, 512, 226.7 and *Cal. Code Regs.* tit. 8 Section 11040(3), (4), (11) and (12). Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 1199 and the applicable IWC Wage Order. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1199.

X. DEFENDANTS' Violations of California Labor Code Section 204, Thus, Liability for Penalties Pursuant to Section 210.

a. California Labor Code Sections 204 and 210.

“All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” *Cal. Lab. Code § 204.*

In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional

violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Id. at 210.

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 204, Thus, Liability for Penalties Pursuant to Section 210.

As set forth herein, DEFENDANTS at all times failed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES their lawful wages twice during each calendar month that were due and owing because of DEFENDANTS' violations of *California Labor Code* Sections 1197, 1182.12, 1194, 510, 512, 226.7, 221, 223 and *Cal. Code Regs.* tit. 8 Section 11040(3), (4), (11) and (12). Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 204 and is, thus, liable for civil penalties pursuant to Section 210. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 204 and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 210.

XI. DEFENDANTS' Violations of *California Labor Code* Section 226, Thus, Liability for Penalties Pursuant to Section 2699(f)(2).

a. *California Labor Code* Section 226 and 2699(f)(2).

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 employees 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 only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, 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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment 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 and the 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. For purposes of this subdivision, copy includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

Cal. Lab. Code § 226(a); *see also Cal. Code Regs.* tit. 8 § 11040(7)(B).

“If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” *Cal. Lab. Code* § 2699(f)(2).

b. Facts and Theories Supporting DEFENDANTS’ Violations of *California Labor Code* Section 226, Thus, Liability for Penalties Pursuant to Section 2699(f)(2).

As set forth herein, and resulting from, and necessary to conceal DEFENDANTS’ ongoing, company-wide pattern and practice of willfully withholding/reducing all forms of wages from PLAINTIFF and all AGGRIEVED EMPLOYEES, DEFENDANTS also failed/fails to furnish PLAINTIFF and all AGGRIEVED EMPLOYEES accurate itemized wage statements. The wage statements that DEFENDANTS furnishes to PLAINTIFF and all AGGRIEVED EMPLOYEES’ fail to accurately show/evidence/contain/include (a) all forms of compensation earned, (b) all hours associated with any and all forms of wages depicted within the written explanations, (c) gross and net wages earned, (d) the name and address of the employer, (e) the name and/or employee number(s), (f) the start and end dates of the period during which the compensation was earned, or (g) the amount of paid sick leave available. And specifically, to (d) above, the wage statements DEFENDANTS furnish to PLAINTIFF and all AGGRIEVED EMPLOYEES identifies “CASA COLINA SURGERY CENTER, LP” which is not the legal entity employing them. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 226 and the applicable IWC Wage Order, and is, thus, liable for civil penalties pursuant to Section 2699(f)(2). The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to paragraphs (1) through (5), inclusive, (7) and (9) of subdivision (a) of *California Labor Code* Section 226.

XII. DEFENDANTS’ Violations of *California Labor Code* Sections 1174, 246 and 247.5, Thus, Liability for Penalties Pursuant to Sections 1174.5 and 247.

a. *California Labor Code* Sections 1174, 246, 247.5, 247 and 1174.5.

“Every person employing labor in this state shall: . . . Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to . . . employees” *Cal. Lab. Code* § 1174(d). “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” *Id.* at 246(a)(1). “An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section.” *Id.* at (b)(1). “An employee shall be entitled to use accrued paid sick days

beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.” *Id.* at (c).

Accrued paid sick days shall carry over to the following year of employment. However, an employer may limit an employee's use of accrued paid sick days to 24 hours or three days in each year of employment, calendar year, or 12-month period. This section shall be satisfied and no accrual or carryover is required if the full amount of leave is received at the beginning of each year of employment, calendar year, or 12-month period. The term "full amount of leave" means three days or 24 hours.

An employer shall 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 Section 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." The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare Commission only on and after January 21, 2016.

Id. at (i).

(1) For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (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, not 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.

Id. at (1)(1)-(3).

(a) In each workplace of the employer, the employer shall display a poster in a conspicuous place containing all the information specified in subdivision (b). The Labor Commissioner shall create a poster containing this information and make it available to employers. (b) The poster shall state all of the following: (1) An employee is entitled to accrue, request, and use paid sick days. (2) The amount of sick days provided for by this article. (3) The terms of use of paid sick days.

Id. at 247(a)-(b)(1)-(3). “That retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited and that an employee has the right under this article to file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.” *Id.* at (b)(4).

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Id. at 1174.5. “An employer who willfully violates the posting requirements of this section is subject to a civil penalty of not more than one hundred dollars (\$100) per each offense.” *Id.* at (c).

An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Cal. Lab. Code § 247.5; *see also Cal. Code Regs.* tit. 8 § 11040(7)(A)-(C).

b. Facts and Theories Supporting DEFENDANTS’ Violation of *California Labor Code* Sections 1174, 246 and 247.5, Thus, Liability for Penalties Pursuant to Sections 1174.5 and 247.

As set forth herein, and resulting from, and necessary to conceal DEFENDANTS’ herein-detailed unlawful company-wide policies, DEFENDANTS failed/fails to keep in a central location records showing PLAINTIFF and all AGGRIEVED EMPLOYEES’ hours worked, paid sick days accrued, and wages earned/paid. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 1174, 246 and 247.5 and are, thus, liable for civil penalties pursuant to Sections 1174.5 247. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1174. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 246, 247.5, 1174.5 and 247.

XIII. DEFENDANTS’ Violations of *California Labor Code* Section 2802, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. *California Labor Code* Sections 2802 and 1197.1.

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of

the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

Id. at (b).

Also, Section 2802 states: “For purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” *Id.* at 2802(c).

In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.

Id. at (d).

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 2802, Thus, Liability for Penalties Pursuant to Section 1197.1.

During all times relevant, PLAINTIFF and all AGGRIEVED EMPLOYEES are and were incurring expenses discharging their duties for, and/or at the direction of DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and all AGGRIEVED EMPLOYEES to incur business expenses for, including but not limited to, (1) being required to use their personal cellular phone services for texting, and calling about work-related matters, as well as, (2) using their personal vehicle for, including but not limited to, running various errands, such as picking up supplies for DEFENDANTS' business, dropping off recyclables, and moving furniture into and out of DEFENDANTS' office. Despite PLAINTIFF and all AGGRIEVED EMPLOYEES incurring no less than the preceding business expenditures, DEFENDANTS never reimbursed them for the same. Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Section 2802 and is, thus, liable for civil penalties pursuant to Section 1197.1. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 2802. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1197.1.

XI. DEFENDANTS' Violations of *California Labor Code* Sections 201, 202, 203 and 208.

a. *California Labor Code* Sections 201, 202, 203 and 208.

“If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” *Cal. Lab. Code* § 201(a).

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

Id. at 202(a).

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 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 therefor is commenced; but the wages shall not continue for more than 30 days.

Id. at 203(a).

“Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law.” *Id.* at 208.

b. Facts and Theories Supporting DEFENDANTS’ Violation of *California Labor Code* Sections 201, 202, 203 and 208.

DEFENDANTS’ herein-detailed company-wide pattern and practice of willfully withholding/reducing PLAINTIFF and all AGGRIEVED EMPLOYEES’ wages, necessarily results in DEFENDANTS also willfully failing to pay PLAINTIFF and all AGGRIEVED EMPLOYEES all wages they earn/ed twice during each calendar month, as well as, all wages owing within the statutorily required time, and place, after any one of the AGGRIEVED EMPLOYEES’ resignation, or termination from employment². Accordingly, DEFENDANTS were and are in violation of *California Labor Code* Sections 201, 202, 203 and 208. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 201, 202, 203 and 208.

XII. DEFENDANTS’ Liability Pursuant to *California Labor Code* Section 558.1.

a. *California Labor Code* Section 558.1.

Under *California Labor Code* Section 558.1:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code. (c) Nothing in this section shall be construed to limit the definition of employer under existing law.

Cal. Lab. Code § 558.1.

b. Facts and Theories Supporting DEFENDANTS’ Liability Pursuant to *California Labor Code* Section 558.1.

All the herein-detailed violations of the *California Labor Code* and applicable IWC Wage were/are violated, or were/are caused to be violated by INDIVIDUAL DEFENDANTS, who controls

²DEFENDANTS terminated PLAINTIFF’s employment On or around March 7, 2024. And upon doing so, DEFENDANTS willfully failed/fails to pay PLAINTIFF all the herein-detailed unpaid wages at the time and place of his termination.

all policies, procedures and conditions of employment, including wages and hours, under which PLAINTIFF and any and all AGGRIEVED EMPLOYEES were/are employed. Accordingly, the CORPORATE DEFENDANTS, as well as, the INDIVIDUAL DEFENDANTS can be held liable as the employer for all damages, including civil penalties, for the all relevant provisions of the applicable IWC Wage and Order and Sections of the *California Labor Code* pursuant to *California Labor Code* Section 558.1. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.1.

XIII. DEFENDANTS' Violations of California Labor Code Sections 226(c), 247.5 and 1198.5.

a. California Labor Code Sections 226(c), 247.5 and 1198.5.

“An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer.” *Cal. Lab. Code* § 226(b). “An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” *Id.* at (c).

“An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee *Id.* at 247.5. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.” *Id.*

An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226.

Id. at 247.5. *California Labor Code* section 1198.5, subdivision (b) mandates than an employer who receives a written or oral request from an employee or former employee to inspect records pursuant to that section “shall” comply with the request within 30 days. *Id.* at 1198.5(b).

b. Facts and Theories Supporting DEFENDANTS' Violation of California Labor Code Sections 226(c), 247.5 and 1198.5.

PLAINTIFF sent DEFENDANTS records requests pursuant to *California Labor Code* Sections 226(c), 247.5 and 1198.5 in the same certified envelope containing this notice. PLAINTIFF does not believe DEFENDANTS will produce or give PLAINTIFF access to the records within the statutorily required time, if at all. Accordingly, PLAINTIFF believes DEFENDANTS will be in violation of *California Labor Code* Sections 226, 247.5, 1198.5 and the applicable IWC Wage Order by the time his/her civil complaint is ripe for filing. The provisions of subdivision (a) of *California*

Labor Code Section 2699.3 applies to *California Labor Code* Section 226 and subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 247.5 and 1198.5.

XI. DEFENDANTS' Liability for Penalties Pursuant to *California Labor Code* Section 2698, et seq.

a. *California Labor Code* Section 2698, et seq.

(a) 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 pursuant to the procedures specified in Section 2699.3.

Cal. Lab. Code § 2699(a).

Section 2699 further states in part: "If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." *Id.* at 2699(f)(2).

b. Facts and Theories Supporting DEFENDANTS' Violation of *California Labor Code* Section 2698, et seq.

As set forth in this notice, during all times relevant, DEFENDANTS is and was continually violating and/or causing to be violated all the herein-identified Sections of the *California Labor Code* and *Cal. Code Regs.* tit. 8 Section 11040(3), (4), (7), (11), and (12) based on its/their unlawful company-wide policies and procedures regarding, *inter alia*, payment of wages, provision of meal and rest periods, hours and conditions work, furnishing accurate wage statements, all notice and record keeping requirements. PLAINTIFF implores the LWDA to investigate all DEFENDANTS' herein-detailed violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. If the LWDA does not investigate DEFENDANTS' violations outlined in this notice, and does not provide PLAINTIFF notice that it intends to investigate within the statutorily required time, PLAINTIFF, on behalf of PLAINTIFF, the State of California, and any and all AGGRIEVED EMPLOYEES, as a Private Attorneys General, will seek the herein-detailed penalties and all other damages available to PLAINTIFF, the State of California and all AGGRIEVED EMPLOYEES as a result of DEFENDANTS' unlawfulness. PLAINTIFF will also seek recovery of reasonable attorney's fees and costs of suit.

Very truly yours,
TWOMEY LAW, P.C.



J.B. TWOMEY