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Case #26CV507843**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

LINDSEY REYES CORONA, on behalf of herself, the State of California, and all Aggrieved Employees,

Plaintiff,

vs.

FLEXCARE, LLC, a California Limited Liability Company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 26CV507843

REPRESENTATIVE ACTION COMPLAINT:

(1) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, *et seq.*)

UNLIMITED CIVIL CASE

Plaintiff Lindsey Reyes Corona ("Plaintiff"), on behalf of herself, the State of California, and other aggrieved employees, hereby brings this Representative Action Complaint ("Complaint") against Flexcare, LLC ("Flexcare"), a California Limited Liability Company; and DOES 1 through 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of herself, all other aggrieved employees, and the State of California, hereby brings this Complaint for recovery of civil penalties under the Private Attorneys General Act, Labor Code § 2698, *et seq.* ("PAGA"), and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"). The civil penalties that Plaintiff seeks exceed this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Santa Clara. Defendants own, maintain offices, transact business, have agent(s) within the County of Santa Clara, and/or otherwise are found within the County of Santa Clara, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is a California resident. Plaintiff was employed by Defendants within the statute of limitations periods applicable to the cause of action pleaded herein.

4. Plaintiff is informed and believes, and based thereon alleges, that during the statute of limitations periods applicable to this action through the present, Defendants did (and continue to do) business and employed Plaintiff and other aggrieved employees within, among other counties, Santa Clara County and the state of California and, therefore, were (and are) doing business in Santa Clara County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said

defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious defendants, whether individuals, partnerships, or corporations, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the other aggrieved employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the other aggrieved employees.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants, and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

REPRESENTATIVE ACTION ALLEGATIONS

8. Defendants operate a nationwide travel healthcare staffing business that does business throughout California, including, but not limited to, Santa Clara County. Plaintiff was employed by Defendants as a non-exempt traveling radiation therapist in California at the Stanford Hospital Clinics under Travel Agreements with Defendants from August 4, 2025 to November 1, 2025, March 16, 2026 to June 13, 2026, and from July 13, 2026 to the present.

9. During her employment with Defendants, Plaintiff and other aggrieved employees often worked over 8.0 hours in a workday and/or over 40.0 hours in a workweek, but Defendants failed to pay them overtime compensation at one and one-half times (or two times in the case of double-time) their "***regular rate***" of pay as required under Labor Code § 510 and Wage Order 4. Specifically, Defendants have a policy and/or practice of paying Plaintiff and other traveling aggrieved employees "housing per diems" and "meals and incidentals per diems" (collectively,

"Per Diems"), which purportedly are meant to reimburse them for the cost of housing and meals while away from home and on travel work assignments for Defendants. However, the per diem payments made by Defendants to Plaintiff and other traveling aggrieved employees depend on the number of hours worked during a given workweek. Accordingly, when Plaintiff and other traveling aggrieved employees do not work the minimum number of hours and/or shifts per workweek required by Defendants, Defendants reduce their per diem payments. Specifically, Plaintiff's Travel Agreements with Defendants to work at Stanford Hospital and Clinics as a non-exempt traveling radiation therapist provided that she would receive a weekly housing per diem of $1,344.00 and a weekly meals and incidentals per diem of $644.00. These payments purportedly were intended to reimburse Plaintiff for living expenses incurred while working away from home. However, Plaintiff's Travel Agreements expressly conditioned her receipt of 100% of the weekly per diem payments on satisfying the applicable 40.0-hour Weekly Work Requirement. If Plaintiff worked fewer than the required 40.0 hours per workweek, Defendants reduced her per diem payments accordingly.

10. For example, in the August 2, 2026 to August 8, 2026 pay period, Plaintiff's wage statement reflects that she worked 36.56 regular hours, was paid a base rate of $45.28/hr., was paid a $1,218.72 housing per diem, was paid a $585.04 meal and incidentals "per diem", worked .13 hours of overtime, and was paid an overtime rate of $80.00. Because Plaintiff worked less than the 40.0 hour Weekly Work Requirement during this pay period, Defendants reduced her housing "per diem" from $1,344.00 to $1,218.72 and reduced her meal and incidentals "per diem" from $644 to $585.04. The fact that these payments were adjusted based on the number of hours Plaintiff worked demonstrates that the purported "per diems" were tied to the hours Plaintiff worked during a pay period and should have been included in the calculation of her regular rate of pay. Accordingly, Defendants underpaid Plaintiff's overtime wages during this pay period by failing to include these per diem payments in her regular rate of pay. Taking into account the per diem payments, Plaintiff's regular rate of pay was $94.28/hr. and she should have been paid an overtime rate of $141.42/hr. Thus, she should have been paid a total of $18.38 in overtime wages for this pay period, but was paid only $10.40 in overtime wages. Accordingly, Plaintiff was

underpaid approximately $7.98 in overtime wages for this pay period.

11. As another example, in the July 26, 2026 to August 1, 2026 pay period, Plaintiff's wage statement reflects that she worked 40.0 regular hours, was paid a base rate of $45.28/hr., was paid a $1,344.00 housing per diem, was paid a $644.00 meal and incidentals "per diem", worked 2.73 hours of overtime, and was paid an overtime rate of $80.00. Because Plaintiff worked the 40.0-hour Weekly Work Requirement during this pay period, Defendants paid her 100% of the $1,344 housing "per diem" and $644 meal and incidentals "per diem". This further demonstrates that these per diem payments were based on the number of hours Plaintiff and other traveling aggrieved employees worked during a pay period and should have been included in the calculation of their regular rates of pay. During this pay period, Defendants also underpaid Plaintiff's overtime wages because Defendants failed to include these per diem payments in her regular rate of pay. Taking into account the "per diems", Plaintiff's regular rate of pay was $88.91/hr. and she should have been paid an overtime rate of $133.37/hr. Thus, she should have been paid a total of $364.09 in overtime wages for this pay period, but was paid only $218.40 in overtime wages. Accordingly, Plaintiff was underpaid approximately $145.69 in overtime wages for this pay period.

12. As another example, in the June 7, 2026 to June 13, 2026 pay period, Plaintiff's wage statement reflects that she worked 30.92 regular hours, was paid a base rate of $37.97/hr., was paid a $1,065.48 housing per diem, was paid a $512.92 meal and incidentals per diem, worked .10 hours of overtime, and was paid an overtime rate of $80.00. Because Plaintiff worked less than the 40.0 hour Weekly Work Requirement during this pay period, Defendants reduced her housing "per diem" from $1,344.00 to $1,065.48 and reduced her meal and incidentals "per diem" from $644 to $512.92. Defendants again underpaid Plaintiff's overtime wages because Defendants failed to include these per diem payments in her regular rate of pay. Taking into account the "per diems", Plaintiff's regular rate of pay for this pay period was $88.73/hr. and she should have been paid an overtime rate of $133.10/hr. Thus, she should have been paid a total of $13.31 in overtime wages for this pay period, but was paid only $8.00 in overtime wages. Accordingly, Plaintiff was underpaid approximately $5.31 in overtime wages for this pay period.

13. Because the per diem payments made to Plaintiff and other traveling aggrieved employees were adjusted based on the number of hours worked, these payments were tied to hours worked rather than solely to the reimbursement of expenses reasonably incurred while away from home on travel assignments. Accordingly, Plaintiff alleges that these payments constituted supplemental remuneration that should have been included in Plaintiff's and other traveling aggrieved employees' regular rates of pay for purposes of calculating overtime and double-time compensation.

14. Defendants have also failed to provide Plaintiff and other aggrieved employees with all statutorily mandated meal periods as required under California law. For example, on July 20, 2026, Plaintiff's time records reflect that she clocked in at 6:12 a.m. and clocked out for her meal period at 12:45 p.m., resulting in a meal period commencing after the fifth hour of work. Similarly, on July 21, 2026, Plaintiff's time records reflect that she clocked in at 6:32 a.m. and clocked out for her meal period at 2:04 p.m., which also resulted in a meal period commencing after the fifth hour of work. Additionally, on August 4, 2026, Plaintiff's time records reflect that she clocked in at 6:59 a.m. and clocked out for her meal period at 1:02 p.m., resulting in another meal period commencing after the fifth hour of work. Similarly, on August 5, 2026, Plaintiff's time records reflect that she clocked in at 7:00 a.m. and clocked out for her meal period at 12:25 p.m., also resulting in a meal period commencing after the fifth hour of work. Despite failing to provide Plaintiff and other aggrieved employees with legally compliant meal periods, Defendants have failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for paying meal period premiums when they failed to provide legally compliant meal periods.

15. Defendants have also failed to authorize and permit rest periods to Plaintiff and other aggrieved employees. Specifically, Plaintiff and other aggrieved employees are frequently unable to take rest periods to which they were entitled as a result of the workload imposed by Defendants. In those instances in which Defendants failed to authorize and permit Plaintiff and other aggrieved employees to take a legally compliant rest period, Defendants failed to pay the

rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

16. As a further result of Defendants' unlawful practices described above, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other aggrieved employees. Specifically, these wage statements failed to accurately reflect, among other things, gross and net wages earned and meal and rest period premium wages owed.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

17. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18. Defendants have committed numerous violations of the California Labor Code against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2699(c), having personally suffered the violations alleged herein during the applicable limitations period. Plaintiff brings this representative action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f), including, but not limited to: (1) $100.00 for each initial violation and $200.00 for each subsequent violation or willful or intentional violation, plus 25% of the amount unlawfully withheld for each subsequent violation or willful or intentional violation, pursuant to Labor Code § 210; (2) $50.00 for each initial violation and $100.00 for each subsequent violation, per employee per pay period, pursuant to Labor Code § 558; (3) $250.00 per employee per violation for an initial citation and $1,000.00 per employee per violation for a subsequent citation, pursuant to Labor Code § 226.3, to the extent applicable; and/or (4) $100.00 per aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f), or $200.00 per aggrieved employee per pay period where the requirements of Labor Code § 2699(f)(2)(B) are satisfied, subject to the applicable statutory limitations and reductions. Plaintiff

seeks these civil penalties based on the following Labor Code violations:

a. Failing to keep and maintain accurate and complete records for Plaintiff and other aggrieved employees in violation of Labor Code §§ 558, 1174, 1198, 1199, and Wage Order 4, § 7;

b. Failing to provide Plaintiff and other aggrieved employees with a paid, duty-free ten (10) minute rest period for each four (4) hours worked (or major fraction thereof), in violation of Labor Code §§ 226.7, 516, 558, 1198-1199, and IWC Wage Order 4, § 12;

c. Failing to provide Plaintiff and other aggrieved employees with legally compliant, off-duty meal periods, in violation of Labor Code §§ 226.7, 512, 558, 1198, 1199, and IWC Wage Order 4, § 11;

d. Failing to pay Plaintiff and other aggrieved employees all overtime and double-time wages owed, in violation of Labor Code §§ 510, 558, 1194, 1198, 1199, and IWC Wage Order 4, § 3;

e. Failing to provide Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

f. Employing Plaintiff and other aggrieved employees under conditions of labor prohibited by the Wage Orders, in violation of Labor Code §§ 1198 and 1199; and

g. Failing to timely pay all earned wages to Plaintiff and other aggrieved employees in violation of Labor Code § 204.

19. On or about August 26, 2026, Plaintiff notified Defendants via certified mail and notified the California Labor and Workforce Development Agency ("LWDA") via its website of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq*. with respect to the violations identified in Paragraph 18(a)–(g) above. More than sixty-five (65) days have elapsed since Plaintiff provided notice of these violations to Defendants and the LWDA, and the LWDA has not provided notice that it intends to investigate the violations. Accordingly, Plaintiff has exhausted

the administrative prerequisites for bringing a claim under the Private Attorneys General Act with respect to these violations.

20. Based on the foregoing, Plaintiff seeks to represent herself, the State of California, and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California at any time from August 26, 2025 until the date judgment is entered in this case or an alternative date agreed to by the parties and/or approved by the Court.

21. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under California Labor Code § 2699(k)(1).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) $100.00 for each initial violation and $200.00 for each subsequent violation or willful or intentional violation, plus 25% of the amount unlawfully withheld for each subsequent violation or willful or intentional violation, pursuant to Labor Code § 210; (2) $50.00 for each initial violation and $100.00 for each subsequent violation, per employee per pay period, pursuant to Labor Code § 558; (3) $250.00 per employee per violation for an initial citation and $1,000.00 per employee per violation for a subsequent citation, pursuant to Labor Code § 226.3, to the extent applicable; and/or (4) $100.00 per aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f), or $200.00 per aggrieved employee per pay period where the requirements of Labor Code § 2699(f)(2)(B) are satisfied, subject to the applicable statutory limitations and reductions;

2. On the First Cause of Action, for attorneys' fees and costs as provided by Labor Code § 2699(k)(1) and Code of Civil Procedure § 1021.5; and

3. For such other and further relief the Court may deem just and proper.

Respectfully submitted,

Date: November 3, 2026

MARQUEE LAW GROUP, APC

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