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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ANTHONY STRINGER, individually, and on behalf of himself and all others similarly situated,

Plaintiff,

v.

EAST TERRACE REHABILITATION & WELLNESS CENTRE, LP, a California Limited Partnership; MODERN HERO, INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26STCV27169

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES FOR:

1) **Class Action: Violation of Cal. Labor Code §§1194, 1197, and 1197.1 (Unpaid Minimum Wages)**
2) **Class Action: Violation of Cal. Labor Code §§510 and 1198 (Unpaid Overtime and Double Time);**
3) **Class Action: Violation of Cal. Labor Code §§226.7 and 512(a) (Unpaid Meal Period Premiums);**
4) **Class Action: Violation of Cal. Labor Code §226.7 (Unpaid Rest Period Premiums);**
5) **Class Action: Violation of Cal. Labor Code §§201, 202, and 203 (Untimely Final Wages);**
6) **Class Action: Violation of Cal. Labor Code §226(a) (Failure to Provide Accurate Wage Statements);**
7) **Class Action: Violation of Cal. Business & Professions Code §17200, *et seq*. (Unfair Competition);**
8) **Class Action: Violation of Cal. Labor Code §§2800 and 2802 (Failure to Reimburse Necessary Business Expenses);**
9) **Representative Action: Civil Penalties Under the Private Attorney's General**

Act, Labor Code §§ 2698, et seq.

DEMAND FOR JURY TRIAL

Plaintiff ANTHONY STRINGER ("Plaintiff"), individually, and on behalf of himself and all others similarly situated, asserts claims against EAST TERRACE REHABILITATION & WELLNESS CENTRE, LP, a California Limited Partnership; MODERN HERO, INC., a California corporation; and DOES 1 through 50, inclusive (collectively "East Terrace" or "Defendant(s)") as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants, directly or indirectly, in California, as non-exempt employees, however titled, in the State of California within four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit (collectively referred to as the "Class" or "Class Members").

2. During the "liability period," as defined as the applicable statute of limitations for each and every cause of action contained herein – i.e. Plaintiff's claims under the Unfair Competition Law is four (4) years; Plaintiff's claims for either unpaid wages or actual damages is three (3) years; and Plaintiff's claims for statutory penalties is one (1) year from the filing of this action through the present (referred to as "the liability period(s)") – Defendants consistently maintained and enforced against Class Members unlawful practices in violation of California state wage and hour laws, including failing to lawfully and accurately pay Plaintiff and Class Members for all hours worked, including overtime; failing to lawfully provide meal and rest periods, failing to reimburse necessary expenses; failing to provide accurate itemized wage statements; and failing to keep accurate records.

3. Defendants implemented uniform policies and practices that deprived Plaintiff and Class Members of earned wages, including wages for all hours worked, proper overtime wages; premium wages; unreimbursed expenses; and lawful meal and/or rest breaks.

4. Such actions and policies, as described above and further herein, were and continue

to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class Members, brings this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid overtime, unpaid meal and rest period compensation, unpaid meal and rest break premiums; unreimbursed business expenses, penalties, liquidated damages, and reasonable attorneys' fees and costs.

5. Plaintiff, on behalf of himself and other similarly situated Class Members, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay Plaintiff and Class Members all of their wages, including wages for all hours worked, overtime, and premium wages.

6. This is also a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code section 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

7. Plaintiffs bring this action pursuant to the PAGA on a representative basis on behalf of: All current and former hourly, non-exempt employees, however titled, working in the State of California.

8. Plaintiffs bring this suit on behalf of the Aggrieved Employees to recover civil penalties and address the employer's violations of the California Labor Code

9. The Aggrieved Employees are a subset of the Class Members or Non-Exempt Employees in this action. All allegations as to "Class Members" or "Non-Exempt Employees" apply to "Aggrieved Employees" unless otherwise specified.

JURISDICTION AND VENUE

10. This action is brought as a Class Action on behalf of Plaintiff and similarly situated Class Member employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits

of the California Superior Court and will be established according to proof at trial.

11. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not give jurisdiction to any other court.

12. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

13. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is either a resident of California, has sufficient minimum contacts in California, or otherwise intentionally avails themself of the California market so as to render the exercise of jurisdiction over them by the California Courts consistent with traditional notions of fair play and substantial justice. Defendants have done and are doing business in California.

14. The unlawful acts alleged herein have a direct effect on Plaintiff and the other similarly situated Class Members within Los Angeles County and it is believed that Defendants have employed at least 50 Class Members as non-exempt employees throughout the state.

15. There is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

16. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, and the acts or omissions alleged herein took place in this County. Plaintiff was employed and worked at Defendants' location at 2415 S. Western Ave., Los Angeles, CA 90018.

PARTIES

17. Plaintiff Anthony Stringer is, and during the liability period has been, a resident of Los Angeles County, California.

18. Plaintiff was employed by Defendants in California as an hourly, non-exempt employee from approximately November 18, 2024, through September 6, 2025. Plaintiff worked at Defendants' location at 2415 S. Western Ave., Los Angeles, CA 90018.

19. Plaintiff and the members of the putative class were employed by Defendants as hourly, non-exempt employees in the State of California, however titled, (the "Class Members" or "non-exempt employees") during the liability period.

20. Defendant East Terrace Rehabilitation & Wellness Centre, LP is a California limited partnership and was and/or is the manager and/or member of Defendants and controls and owns all or substantially all of the equity interest in the other Defendants. East Terrace Rehabilitation & Wellness Centre, LP may be liable, directly, indirectly, and/or vicariously, as the manager, controller, owner, or otherwise through the merger by virtue of privity of ownership or otherwise for each of the other Defendants.

21. Defendant Modern Hero, Inc. is a California corporation and was and/or is the manager and/or member of Defendants and controls and owns all or substantially all of the equity interest in the other Defendants. Modern Hero, Inc. may be liable, directly, indirectly, and/or vicariously, as the manager, controller, owner, or otherwise through the merger by virtue of privity of ownership or otherwise for each of the other Defendants.

22. Plaintiff is informed and believes, and thereon alleges, that at all relevant times Defendants East Terrace Rehabilitation & Wellness Centre, LP and Modern Hero, Inc. were joint employers of Plaintiff and the Class Members. Plaintiff's itemized wage statements identify Modern Hero, Inc., 7590 N. Glenoaks Blvd., Burbank, California 91504, as the employer while also simultaneously identifying East Terrace Rehabilitation & Wellness Centre, LP at 2415 S. Western Ave., Los Angeles, California 90018 as the employer. On information and belief, Defendants jointly exercised control over the wages, hours, and working conditions of Plaintiff and the Class Members, jointly suffered or permitted them to work, and jointly engaged them within the meaning of the applicable IWC Wage Order.

23. Plaintiff is further informed and believes, and thereon alleges, that Defendants have conducted business at the subject facility under the fictitious business name "Country Villa East," which name appears on Plaintiff's itemized wage statements. Plaintiff will seek leave to amend to allege the true names, capacities, and relationships of the employing entities when ascertained.

24. Whenever in this Complaint reference is made to any act, deed, or conduct of

Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

25. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

26. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

27. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

28. Plaintiff was employed by Defendants in California as an hourly, non-exempt employee from approximately November 18, 2024, through September 6, 2025. Plaintiff worked

as a Receptionist, Security Guard, and Sitter at various times at Defendant's skilled nursing and rehabilitation facility located at 2415 S. Western Ave., Los Angeles, CA 90018.

29. Plaintiff's duties included, among others, attending the front desk, answering calls, letting in ambulances, monitoring residents, companionship to residents, and walking residents to the bathroom.

30. Plaintiff was paid a rate of $20.00 per hour and was scheduled to work at least forty (40) hours per week. Plaintiff typically worked Monday through Friday and worked between forty (40) and sixty (60) hours per week.

31. Approximately once per week, Plaintiff worked a continuous double shift of sixteen (16) hours: he worked as a Receptionist/Security Guard from approximately 3:00 p.m. to 11:00 p.m., and then immediately worked as a Sitter from approximately 11:00 p.m. to 7:00 a.m. the following morning.

32. For approximately the first several weeks of Plaintiff's employment, Defendants' time clock was inoperable and Defendants recorded employee work time by hand on paper. After the time clock was repaired, Plaintiff and other non-exempt employees recorded their time using a fingerprint scanner.

33. Plaintiff was discharged by Defendants effective September 6, 2025. Plaintiff's last day worked was September 5, 2025.

34. Defendants did not pay Plaintiff his final wages at the time of his discharge. Plaintiff did not receive his final paycheck until on or about September 16, 2025 – approximately eleven (11) days after his discharge – by way of a paycheck for the pay period of September 1, 2025 through September 15, 2025.

35. Plaintiff's employment records, including his wage statements, were maintained by Defendants on an electronic employee portal. Defendants terminated Plaintiff's access to that portal upon his separation, and Plaintiff is no longer able to obtain copies of his own payroll records.

36. Plaintiff and the Class suffered a litany of wage and hour violations as a consequence of Defendants' unlawful policies and procedures, including, without limitation, understaffing and lack of coverage.

37. The members of the putative class were non-exempt employees of Defendants working throughout the state of California during the liability period.

38. During the relevant time frame, Defendants compensated Plaintiff and the Class Members based upon an hourly wage.

39. Plaintiff and the Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

40. During all relevant times, Defendants maintained uniform policies and practices that systematically deprived Plaintiff and Class Members of wages earned, including minimum wages, overtime wages, meal and rest period premiums, and expense reimbursements in violation of California labor laws.

41. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

42. All Class Members, including Plaintiff, are similarly situated in that they are all subject to Defendants' uniform policies and systemic practices as specified herein.

43. Plaintiff and the Class Members were not compensated for all hours worked because they were not compensated for work performed off-the-clock. Plaintiff and the Class Members were required to, and consistently worked off-the-clock, performing pre and post shift activities, and duties during purported meal periods.

44. Moreover, due to Defendants' understaffing and lack of coverage, Plaintiff and the Class Members were frequently not relieved of all duty for their scheduled meal periods and instead remained on duty and under Defendants' control for the entirety of their shifts. Additionally, Plaintiff and the Class Members were not compensated for all hours worked because Defendants engaged in the unlawful rounding and time-shaving. As such, Plaintiff and the Class Members' were not paid for all hours worked and were deprived of compensable time as a result of

Defendants' rounding and time shaving practices.

45. Defendants' failure to record and pay for all time worked was compounded during the period in which Defendants recorded employee time by hand on paper, during which no reliable record of actual start times, stop times, or meal periods was created or preserved.

46. Defendants knew or should have known that Plaintiff and the Class Members were working off-the-clock and that they should have been compensated for this time.

47. Because Defendants failed to compensate Plaintiff and the Class Members for work performed off-the-clock, Defendants also failed to compensate Plaintiff and the Class Members an overtime rate for work performed off-the-clock after eight (8) hours in a day, and/or forty (40) hours per week.

48. As a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal periods on shifts over five (5) hours and failed to provide second meal periods on shifts over ten (10) hours as required by law.

49. As such, Plaintiff and the Class Members were frequently required to miss their meal periods entirely, making them non-compliant. Although Defendants often scheduled meal periods on paper, Defendants did not in practice relieve Plaintiff and the Class Members of all duty so that the scheduled, uninterrupted duty-free meal periods could be taken. On information and belief, Plaintiff and Class Members did not lawfully waive their rights to meal periods under the law.

50. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Class Members, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

51. Plaintiff is informed and believes, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiff and the other Class Members were

entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

52. In addition, during the relevant time frame, Plaintiff and the Class Members were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

53. As a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Defendants frequently required Plaintiff and Class Members to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted, and/or were interrupted such that Class Members were unable to take a net ten rest period away from work.

54. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

55. Defendants did not schedule rest periods, did not maintain any policy or practice lawfully authorizing and permitting rest periods, and never assigned anyone to relieve Plaintiff and the Class Members so that a rest period could be taken.

56. On the days on which Plaintiff worked a sixteen (16) hour double shift, Plaintiff was entitled to four (4) net ten (10) minute rest periods. However, Plaintiff did not receive any rest periods. Plaintiff is informed and believes that the Class Members were subject to the same unlawful policies and practices and suffered the same violations.

57. Additionally, Defendants required Plaintiff and the Class Members to incur expenses in the discharge of their duties, including without limitation, expenses related to the use of their personal cell phones and the purchase of scrubs as a required uniform item.

58. Moreover, Defendants required that Plaintiff and the Class Members wear scrubs

but failed to provide or maintain such items for them, requiring Plaintiff and the Class Members to acquire and launder their own work apparel at their own expense.

59. Defendants did not reimburse Plaintiff and the Class Members for these business-related expenses.

60. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Class Members in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, the applicable hourly rates, the number of hours worked at each rate, the name and address of the legal entity that is the employer, gross pay and net pay figures from Plaintiff, and the Class Members' wage statements. Such actions were and continue to be in violation of the California Labor Code and applicable IWC Wage Orders.

61. By way of example, Plaintiff's final itemized wage statement, for the pay period of September 1, 2025 through September 15, 2025, identifies two separate entities – Modern Hero, Inc. and East Terrace Rehabilitation & Wellness Centre, LP (Country Villa East) – without identifying which is the legal entity that is the employer, in violation of Labor Code section 226(a)(8). That same wage statement contains no line item for meal period or rest period premium pay notwithstanding the violations alleged herein.

62. Defendants have also made it difficult to determine applicable hourly rates of pay, total hours worked, and account with precision for the unlawfully withheld wages and deductions due to be paid to Class Members, including Plaintiff, during the liability period because they did not implement and preserve a lawful record-keeping method to record all hours worked, inaccurate overtime compensation, meal periods, and non-provided rest and meal periods owed to employees as required for Class Members by 29 U.S.C. section 211(c), California Labor Code section 226, and applicable California Wage Orders.

63. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and the Class Members for all wages owed including minimum wages, straight

time wages, overtime, meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

64. Plaintiff and the Class Members are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq*.

CLASS ACTION ALLEGATIONS

65. Plaintiff brings this action on his own behalf, as well as on behalf of each and every other person similarly situated, and thus, seeks class certification under California Code of Civil Procedure §382.

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

67. The **proposed class** is comprised of and defined as: **All persons currently or formerly employed by Defendants, directly or indirectly, in California as non-exempt employees, however titled, throughout the state of California within four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit. (Hereinafter collectively referred to as the "Class" or "Class Members").**

68. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which are composed of Class Members satisfying the following definitions:

a. All Class Members who were not paid at least minimum wage for all hours worked (collectively **"Minimum Wage Subclass**");

b. All Class Members who were not accurately paid overtime for hours worked over eight in a day or over forty in a workweek **(collectively "Overtime Subclass**");

c. All Class Members who worked more than five (5) hours in a workday and were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and were not paid compensation of one-hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**First Meal Period Subclass**");

d. All Class Members who worked more than ten (10) hours in a workday and

were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes, and were not paid compensation of one-hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**Second Meal Period Subclass**");

e. All Class Members who worked more than three and a half hours in a workday and were not authorized and permitted to take a lawful net 10-minute rest period for every four (4) hours or major fraction thereof worked per day and were not paid compensation of one-hour premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to as the "**Rest Period Subclass");**

f. All Class Members who did not receive all owed wages at the time of separation or within 72 hours in the case of resignation (hereinafter collectively referred to as the "**Waiting Time Subclass**");

g. All Class Members who were not provided with accurate and complete itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement Subclass**");

h. All Class Members who were employed by Defendants and subject to Defendant's Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business Practices Subclass**").

i. All Class Members who were not reimbursed for all necessary expenditures (collectively "**Indemnification Subclass**").

69. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate, or if it should be deemed necessary by the Court or to further divide the Class Members into additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the Class Members or the Plaintiff's Class includes the members of each of the Subclasses.

70. As set forth in further detail below, this action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses are easily ascertainable through Defendants' records.

a. Numerosity: The members of the Class and Subclasses are so numerous that joinder of all members of the Class and Subclasses would be unfeasible and impractical. The membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the Class is estimated to number at least fifty individuals. Accounting for employee turnover during the relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

b. The proposed class is easily ascertainable. The number and identity of the class members are determinable from Defendants' payroll records and time records for each class member.

c. Commonality: There are common questions of law and fact as to the Class and Subclasses that predominate over questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

1) Whether Defendants paid Class Members at least minimum wage for all hours worked;

2) Whether Defendants paid Class Members an overtime rate for the hours which Plaintiff and Class Members worked in excess of eight (8) hours per day and/or forty (40) hours per week;

3) Whether Defendants had a policy and practice of providing lawful, timely meal periods in accordance with Labor Code §512, as well as the applicable Industrial Welfare Commission ("IWC") wage order;

4) Whether Defendants' coverage requirements, scheduling and staffing practices, and/or work demands resulted in a failure to provide lawful meal periods to Class Members;

5) Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not provided;

6) Whether Defendants failed to authorize and permit a lawful, net 10-minute rest period to the Class Members for every four (4) hours or major fraction thereof worked;

7) Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not provided;

8) Whether Defendants failed to authorize and permit rest periods for Class Members;

9) Whether Defendants' coverage requirements, scheduling and staffing practices, and/or work demands resulted in the failure to authorize and permit rest periods for Class Members;

10) Whether Defendants failed to timely pay all wages upon separation in accordance with Labor Code sections 201-202;

11) Whether Defendants failed to reimburse employees for necessary expenses in accordance with Labor Code section 2802;

12) Whether Defendants omitted required information from itemized wage statements;

13) Whether Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;

14) Whether Defendants engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;

15) Whether Defendants' conduct was willful and/or reckless;

16) Whether Defendants failed to provide accurate itemized wage statements in violation of Labor Code §226; and

17) The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the interests of each member of the Class and Subclasses with whom he has a well-defined community of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by

any member of the Class and/or Subclasses, and the relief sought is typical of the relief which would be sought by each member of the Class and/or Subclasses in separate actions. All members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to provide lawful meal and rest periods, failure to provide accurate wage statements, failure to timely pay wages at termination, failure to pay minimum wages, failure to reimburse necessary expenses, and failure to accurately pay all wages earned including all owed premium and overtime wages, all due to Defendants' policies and practices that affected each member of the Class and/or Subclasses similarly. Further, Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.

e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the interests of each member of the Class and/or Subclasses with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationships, conflicts, or differences with any member of the Class and/or Subclasses, and no such relationships or conflicts are currently known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are versed in the rules governing class action discovery, certification, litigation, and settlement and experienced in handling such matters. Other former and current employees of Defendants may also serve as representatives of the Class and Subclasses if needed.

f. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, judicial resources, and expense, which would not be achieved with separate lawsuits. The prosecution of separate actions by individual members of the Class and/or Subclasses would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and resulting in the impairment of the rights of the members of the Class and/or Subclasses and the disposition of their interests through actions to which they were not parties. Thus, a class action is superior to other available means for the fair and efficient adjudication of this controversy because individual joinder of all Class Members is not practicable, and questions of law and fact common

to the Class predominate over any questions affecting only individual Class Members. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policies and practices, including Defendants' failure to provide lawful meal and rest periods, failure to pay minimum wages, failure to provide accurate wage statements, failure to timely pay wages at termination, failure to reimburse necessary expenses, and failure to accurately pay all wages earned including all owed premium and overtime wages, all due to Defendants' policies and practices that affected each member of the Class and/or Subclasses similarly. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for both parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

g. Public Policy Considerations: Employers in the state of California violate employment and labor laws every day. However, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers may damage their future endeavors through negative references and/or other means. The nature of this action allows for the protection of current and former employees' rights without fear of retaliation or damage. Additionally, the citizens of California have a significant interest in ensuring employers comply with California's labor laws and in ensuring those employers who do not are prevented from taking further advantage of their employees.

CLASS ACTION CLAIMS

FIRST CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§1194, 1197, AND 1197.1

Unpaid Minimum Wages

(By Plaintiff and the Class Against Defendants)

71. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

72. Labor Code section 204 establishes the fundamental right of all employees in the State of California to be paid wages, including minimum wage, straight time and overtime, in a timely fashion for their work.

73. Labor Code section 1194(a) provides that 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.

74. Labor Code section 1197 provides: 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.

75. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Orders.

76. The applicable Wage Orders and California Labor Code sections 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law.

77. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

78. During all relevant periods, the California Labor Code and Wage Orders required that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours worked.

79. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

80. At all relevant times, due to Defendant's policies and practices, Plaintiff and the

Class Members were required to, and consistently worked off-the-clock, performing pre and post shift activities. Plaintiff and the Class Members were also required to perform work duties during purported meal periods. At all times, Plaintiff and the Class Members were required to perform such tasks off-the-clock because the tasks required immediate attention.

81. At all relevant times, due to Defendants' policies and practices, Plaintiff and the Class Members were not relieved of all duty during their scheduled meal periods and instead remained subject to Defendants' control, and "suffered or permitted to work," for the entirety of their shifts, including during periods for which Defendants did not pay them.

82. In addition, for a period of time during the Class Period, Defendants recorded employee work time by hand on paper rather than through any time clock, and failed to record and pay for all time actually worked during that period.

83. Moreover, Plaintiff and the Class Members were not compensated for all hours worked because Defendants rounded Plaintiff's and the Class Members' time punches against their interests and engaged in unlawful time shaving.

84. Defendants intentionally deprived Plaintiff and the Class Members of wages earned.

85. In addition, Plaintiff and the Class Members were also required to work off-the-clock to launder and maintain work uniforms and were not compensated for such time.

86. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the Class Members were working off-the-clock and that they should have been paid for this time.

87. Defendant's policy and practice of not paying all minimum wages violates California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable Wage Order 5-2001.

88. Due to Defendants' violations of the California Labor Code and Wage Orders, Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-

judgment and post-judgment interest, as well as liquidated damages.

SECOND CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§510 AND 1198

Unpaid Overtime

(By Plaintiff and the Class Against All Defendants)

89. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

90. During all relevant periods, Defendant required Plaintiff and the Class members to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

91. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent Wage Order 5-2001 required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

92. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

93. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay.

94. During all relevant periods, Defendants had a uniform policy and practice of failing to record and compensate all hours worked, including as a result of rounding down and time-shaving employee time punches, with the result that Plaintiff and the Class Members were not

compensated at a rate of one and one-half (1.5) times their regular rate of pay for all hours worked in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek.

95. Approximately once per week, Plaintiff worked a continuous sixteen (16) hour double shift. Labor Code section 510(a) and the applicable IWC Wage Order require that all hours worked in excess of twelve (12) hours in a workday be compensated at no less than twice the employee's regular rate of pay. Plaintiff is informed and believes that the other Class Members worked on occasion worked shifts over twelve hours. On information and belief, Defendants failed to record and pay Plaintiff and the Class Members double time for all hours worked in excess of twelve (12) hours in a workday.

96. In addition, because Defendants failed to compensate Plaintiff and the Class Members for work performed off-the-clock, Defendants also failed to compensate Plaintiff and the Class Members an overtime rate for work performed off-the-clock after eight (8) hours in a day, and/or forty (40) hours per week.

97. As a result, Plaintiff and the Class members were deprived of earned overtime wages and suffered damages as a result.

98. Defendants knew or should have known Plaintiff and the Class Members were undercompensated as a result of their practices.

99. Due to Defendant's violations of the California Labor Code, Plaintiff and the Class Members are entitled to recover from Defendants their unpaid overtime wages, reasonable attorneys' fees and costs in this action, pre-judgment and post-judgment interest, statutory penalties, and liquidated damages.

THIRD CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§226.7 AND 512(a)

Unpaid Meal Period Premiums

(By Plaintiff and the Class Against All Defendants)

100. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

101. Pursuant to Labor Code § 512, no employer shall employ an employee for a work

period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee.

102. Labor Code §512(a) further provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.

103. During the relevant time period, Defendants failed to provide Plaintiff and Class Members timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift.

104. As a consequence of Defendants' policies and practices, requirements, demands, coverage and staffing, Plaintiff and the Class Members were often required to forego such meal periods, take interrupted meal periods, take shortened meal periods, and/or commence their meal periods into and beyond the sixth hour of their shifts.

105. Plaintiff and the Class Members did not waive their rights to legally compliant meal periods by mutual written consent or otherwise, and Defendants did not obtain any valid written meal period waiver from Plaintiff or the Class Members.

106. Upon information and belief, Plaintiff and the Class Members were not paid one hour of pay at their regular rate for each day that a meal period was not lawfully provided.

107. Moreover, as a matter of policy and practice, upon information and belief, the Class Members were also not provided second meal periods on days when shifts exceeded ten hours (and twelve hours), nor were they provided premium wages in lieu of a second meal period. On information and belief, Plaintiff and the Class Members did not waive their rights to a second meal period on shifts in excess of ten hours.

108. As a proximate result of the aforementioned violations, Plaintiff and the Class Members have been damaged in an amount according to proof at time of trial.

109. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

110. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §226.7

Unpaid Rest Period Premiums

(By Plaintiff and the Class Against All Defendants)

111. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

112. Pursuant to the IWC Wage Orders applicable to Plaintiff's and Class Members' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

113. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

114. Defendants were required to authorize and permit employees such as Plaintiff and Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

115. Despite said requirements of the IWC Wage Orders applicable to Plaintiff's and Class Member's employment with Defendants, Defendants failed and refused to authorize and

permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

116. As a consequence of Defendants' policies and practices, requirements, demands, coverage and staffing, Plaintiff and the Class Members were often required to forego their rest periods, take shortened rest periods, take interrupted rest periods, and/or commence their rest periods late.

117. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay for each day that a rest period violation occurred. On information and belief, the other members of the Class endured similar violations as a result of Defendants' rest period policies and practices and Defendant did not pay said Class Members premium pay as required by law.

118. By their failure to authorize and permit Plaintiff and the Class Members to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts, three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members work(ed) in excess of ten (10) hours, and four (4) total ten (10) minute rest periods on the sixteen (16) hour double shifts, and by their failure to provide compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Orders.

119. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§201, 202, AND 203

Untimely Final Wages

(By Plaintiff and the Class Against All Defendants)

120. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

121. Labor Code § 201 requires an employer that discharges an employee to pay all wages earned and unpaid at the time of discharge immediately, and § 202 requires an employer to pay an employee who resigns without notice all wages earned and unpaid within seventy-two (72) hours of the resignation.

122. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

123. Plaintiff and Class Members are entitled to compensation for all forms of wages earned, including but not limited to minimum wages, overtime wages, and premium meal and rest period compensation. Such wages were not paid at the time of separation and, as to the unpaid premium and unrecorded wages alleged herein, remain unpaid to date, therefore entitling them to Labor Code § 203 penalties.

124. In addition, irrespective of any derivative violation, Defendants failed to timely pay Plaintiff and, upon information and belief, other Class Members earned compensation at the time of termination despite their obligations under Labor Code 201 and 202.

125. More than thirty (30) days have passed since affected Waiting Time Subclass Members have left Defendants' employ, and on information and belief, they have not received payment pursuant to Labor Code § 203.

126. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

SIXTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §226(a)

Failure to Provide Accurate Wage Statements

(By Plaintiff and the Class Against All Defendants)

127. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

128. Labor Code section 226(a) reads in pertinent part: "Every employer shall,

semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (4) all deductions… (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 (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee….".

129. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded…(5) Total hours worked in the payroll period and applicable rates of pay…."

130. Labor Code section 1174 of the California also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in the preceding causes of action and herein. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

131. Defendants have failed to record many of the items delineated in applicable Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff and Class Members for all hours worked and for missed and non-provided meal and rest periods, or which failed to include compensation for all minimum wages earned or overtime hours worked, was an inaccurate wage statement. In addition, the wage statements inaccurately stated

totals hours worked, hours worked at each hourly wage rate, and the identification, name and address of the employer.

132. On information and belief, Defendants failed to implement and preserve a lawful record-keeping method to record all non-provided meal and rest periods owed to employees or all hours worked, as required for Non-Exempt Employees under California Labor Code section 226 and applicable California Wage Orders. In order to determine if they had been paid the correct amount and rate for all hours worked, Plaintiff and Class Members have been, would have been, and are compelled to try to discover the required information missing from their wage statements and to perform complex calculations in light of the inaccuracies and incompleteness of the wage statements Defendants provided to them.

133. As a pattern and practice, and knowingly and intentionally, in violation of Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and still do not furnish each of the members of the Inaccurate Wage Statement Subclass with an accurate itemized statement in writing accurately reflecting all of the required information. Defendants' failure was knowing and intentional within the meaning of Labor Code section 226(e) in that Defendants issued the wage statements as a matter of uniform policy and were aware of the information omitted from them. In addition, Defendants have failed to provide accurate itemized wage statements as a consequence of the above-specified violations for failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and rest period premiums as required by law.

134. Moreover, upon information and belief, as a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain accurate records pertaining to the total hours worked for Defendants by the members of the Wage Statement Class, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

135. Plaintiff and the members of the Wage Statement Class have suffered injury as a result of Defendants' failure to maintain accurate records for the members of the Wage Statement Class in that the members of the Wage Statement Class were not timely provided written accurate

itemized statements showing all requisite information, such that the members of the Wage Statement Class were misled by Defendants as to the correct information regarding various items, including but not limited to total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

136. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed above, Plaintiff and the Wage Statement Class Members are each entitled to recover up to a maximum of $4,000.00, along with an award of costs and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE §17200, *ET SEQ.*

Unfair Competition

(By Plaintiff and the Class Against All Defendants)

137. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

138. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the general public. Plaintiff also seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

139. Defendants' policies, activities, and actions as alleged herein are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq*.

140. A violation of California Business and Professions Code §§ 17200, *et seq*., may be predicated on the violation of any state or federal law.

141. The state law violations, including violations of the relevant IWC Wage Orders, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.

Defendants further violated the law through their policies of failing to fully and accurately compensate Plaintiff and the Class Members for all hours worked, including minimum wages, overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate itemized wage statement as specified above.

142. Plaintiff and the Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

143. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff and the Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of costs.

EIGHTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§2800 AND 2802

Failure to Reimburse Necessary Business Expenses

(By Plaintiff and the Class Against All Defendants)

144. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

145. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

146. Plaintiff and the Class Members were required to incur expenses in the performance of their assigned job duties, including without limitation expenses related to the use of their personal cell phones.

147. Moreover, as a condition of employment, Defendants required that Plaintiff and the Class Members wear scrubs but failed to provide or maintain such items, requiring Plaintiff and the Class Members to acquire and launder their own work apparel at their own expense.

148. Defendants did not reimburse Plaintiff or the Plaintiff's subclass for such expenses.

149. As a result of the unlawful acts of Defendants, Plaintiff and the Plaintiff's Subclass Members have been deprived of un-reimbursed sums in amounts to be determined at trial, and are

entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code §2802.

NINTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2698, ET SEQ.

Civil Penalties Under the Private Attorney's General Act

(By Plaintiff, on Behalf of Herself, the State of California, and All Aggrieved Employees, Against All Defendants)

150. Plaintiff incorporates by reference and realleges each and every allegation contained above as though fully set forth herein.

151. PAGA authorizes an aggrieved employee, on behalf of himself and other current and former employees, to bring a representative civil action to recover civil penalties for violations of the Labor Code that would otherwise be assessed and collected by the LWDA.

152. Plaintiff is an "aggrieved employee" as defined in Labor Code section 2699(c)(1) in that he was employed by Defendants as an hourly-paid, non-exempt employee and personally suffered each of the Labor Code violations alleged herein during the period prescribed by Labor Code section 2699.3.

153. On August 28, 2026, Plaintiff gave written notice by online submission to the LWDA, and by certified mail to Defendants, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support each alleged violation, in accordance with Labor Code section 2699.3. Plaintiff paid the filing fee required by Labor Code section 2699.3.

154. More than sixty-five (65) days have passed since the postmark date of Plaintiff's notice, and the LWDA has not provided notice that it intends to investigate the alleged violations. Defendants have not cured the alleged violations. Plaintiff has therefore satisfied the administrative prerequisites of Labor Code section 2699.3 and may commence this civil action to recover civil penalties pursuant to Labor Code section 2699.

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155. This action is timely because it seeks civil penalties for violations occurring within one (1) year prior to the date of Plaintiff's notice to the LWDA, through the conclusion of this action, plus any period during which the statute of limitations is tolled pursuant to Labor Code section 2699.3.

156. Plaintiff seeks to recover the PAGA civil penalties through a representative action as permitted by PAGA and Arias v. Superior Court (2009) 46 Cal.4th 969. Class certification of the PAGA claim is not required.

157. Pursuant to Labor Code sections 2698 et seq. and 2699, Plaintiff seeks to recover civil penalties for which Defendants are liable due to the numerous Labor Code and Wage Order violations set forth in this Complaint, including without limitation:

a. Defendants' failure to comply with the requirements of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order, to pay at least the minimum wage for every hour worked;

b. Defendants' failure to comply with the requirements of Labor Code sections 510, 1194, 1197, and 1198, and the applicable IWC Wage Order, to accurately pay all overtime and double time wages earned, at the proper regular rate of pay;

c. Defendants' failure to comply with the requirements of Labor Code sections 226.7, 512, and 1198, and Section 11 of the applicable IWC Wage Order, to provide timely, uninterrupted, thirty-minute first and second meal periods;

d. Defendants' failure to comply with the requirements of Labor Code sections 226.7 and 1198 and Section 11 of the applicable IWC Wage Order to pay one hour of premium pay at the employee's regular rate of compensation for each workday on which a compliant meal period was not provided;

e. Defendants' failure to comply with the requirements of Labor Code sections 226.7 and 1198, and Section 12 of the applicable IWC Wage Order, to authorize and permit paid, net ten-minute rest periods;

f. Defendants' failure to comply with the requirements of Labor Code sections 226.7

and 1198 and Section 12 of the applicable IWC Wage Order to pay one hour of premium pay at the employee's regular rate of compensation for each workday on which a compliant rest period was not authorized and permitted;

g. Defendants' willful and intentional failure to comply with the requirements of Labor Code sections 204 and 210 to pay, without condition and within the time set by the applicable article, all wages, or parts thereof, earned during employment;

h. Defendants' failure to comply with the requirements of Labor Code sections 201 and 202 to timely pay all wages due to separated employees, and Defendants' willful failure to pay such wages within the meaning of Labor Code section 203;

i. Defendants' knowing and intentional failure to provide accurate, compliant itemized wage statements in violation of Labor Code section 226 and the applicable IWC Wage Order;

j. Defendants' failure to maintain and preserve required time and payroll records in violation of Labor Code sections 226, 1174, and 1175, and Section 7 of the applicable IWC Wage Order;

k. Defendants' failure to indemnify and reimburse necessary business expenditures in violation of Labor Code section 2802;

158. Plaintiff seeks civil penalties for Defendants' violations of those Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

a. Pursuant to Labor Code section 210, for willful and intentional violations of Labor Code section 204, a civil penalty of one hundred dollars ($100) for each failure to pay each employee for any initial violation, and two hundred dollars ($200) for each failure to pay each employee for each subsequent, willful, or intentional violation, plus twenty-five percent of the amount unlawfully withheld;

b. Pursuant to Labor Code section 558(a), for violations of any provision regulating hours and days of work in any order of the IWC, including Labor Code sections 510 and 512, a civil penalty of fifty dollars ($50) for each initial violation for each

underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars ($100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;

c. Pursuant to Labor Code section 1174.5, for violations of Labor Code section 1174(d), a civil penalty of five hundred dollars ($500);

d. Pursuant to Labor Code section 1197.1, for payment of a wage less than the minimum fixed by an order of the commission or by statute, a civil penalty of one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid for any initial violation that is intentionally committed, and two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid for each subsequent violation of the same offense, regardless of whether the initial violation was intentionally committed; and

e. Pursuant to Labor Code section 1199, for violations of Labor Code sections 1174, 1197, and 1198 and the applicable IWC Wage Order, the civil penalties provided therein.

159. For all violations of the Labor Code alleged herein for which no civil penalty is specifically provided, Plaintiff seeks civil penalties pursuant to Labor Code section 2699(f)(2) in the amount of one hundred dollars ($100) for each aggrieved employee per pay period, and, where within the five years preceding the alleged violation the LWDA or any court issued a finding or determination to Defendants that the policy or practice giving rise to the violation was unlawful, or where the Court determines that Defendants' conduct giving rise to the violation was malicious, fraudulent, or oppressive, two hundred dollars ($200) for each aggrieved employee per pay period.

160. Plaintiff further alleges that Defendants' violations of Labor Code section 226 were knowing and intentional and included the failure to furnish accurate wage statements, and that Defendants' violations of Labor Code section 204 were willful and intentional, such that the reduced and limited civil penalties provided by Labor Code section 2699(f) for violations of Labor Code sections 226(a) and 204 do not apply. In addition, Plaintiff's claims for civil penalties under Labor

Code sections 201, 202, and 203 are pleaded independently of, and are not derivative of, the underlying unpaid wage violations alleged herein.

161. Plaintiff further alleges that Defendants did not take all reasonable steps to be in compliance with the Labor Code provisions identified herein, either before receiving Plaintiff's PAGA notice or within sixty days thereafter, and that no reduction or cap on civil penalties under Labor Code section 2699(g) is warranted.

162. Pursuant to Labor Code section 2699(m), civil penalties recovered in this action shall be distributed sixty-five percent (65%) to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code, and thirty-five percent (35%) to the Aggrieved Employees.

163. Pursuant to Labor Code section 2699, Plaintiff and the Aggrieved Employees are further entitled to an award of reasonable attorneys' fees, costs, and interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray judgment against Defendants, as follows:

Class Certification

1. That this action as to causes of action 1 through 8 be certified as a class action;
2. That Plaintiff be appointed as the representatives of the Class;
3. That Plaintiff be appointed as the representatives of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Class Action - Unpaid Minimum Wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and

6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Class Action - Unpaid Overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon,

2. Penalties according to statute,

3. Liquidated damages,

4. Reasonable attorneys' fees, and costs of suit;

5. For interest and

6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Class Action - Unpaid Meal Period Premiums)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;

2. For reasonable attorneys' fees and costs pursuant to statute; and

3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Class Action - Unpaid Rest Period Premiums)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and

2. For reasonable attorneys' fees and costs pursuant to statute; and

3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Class Action - Untimely Final Wages)

1. For unpaid wages;

2. For penalties pursuant to Labor Code §203;

3. For interest;

4. For reasonable attorneys' fees and costs pursuant to statute; and

5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Class Action - Failure to Provide Accurate Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;

2. For reasonable attorneys' fees and costs; and

3. For such other and further relief as the Court deems proper;

On the Seventh Cause of Action

(Class Action - Unfair Competition)

1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of sums to Plaintiff and Class Members for the Defendants' past failure to pay overtime and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last four (4) years in an amount according to proof;

2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover under California Code of Civil Procedure §1021.5 and Labor Code section 1194;

3. For pre-judgment interest on any unpaid overtime wages due from the day that such amounts were due;

4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to recover under the Labor Code; and

5. For such other and further relief as the Court deems proper.

On the Eighth Cause of Action

(Class Action - Failure to Reimburse Necessary Business Expenses)

1. For unreimbursed sums;

2. For reasonable attorneys' fees and costs pursuant to statute;

3. For interest; and

4. For such other and further relief as the Court deems proper.

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On the Ninth Cause of Action

(Representative Action – Civil Penalties Under the Private Attorneys General Act)

1. For civil penalties according to proof pursuant to Labor Code sections 2698 et seq. and 2699, including section 2699(f), for each of the violations specified above;

2. For civil penalties pursuant to Labor Code sections 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199, according to proof;

3. For injunctive relief to prevent the continuation of Defendants' unlawful policies and practices, as authorized by Labor Code section 2699;

4. For an order that civil penalties be distributed sixty-five percent (65%) to the Labor and Workforce Development Agency and thirty-five percent (35%) to the Aggrieved Employees, as provided by Labor Code section 2699(m);

5. For interest at the legal rate pursuant to California Civil Code sections 3287 and 3288, and any other applicable provision providing for prejudgment interest;

6. For reasonable attorneys' fees, expenses, and costs under Labor Code section 2699, subdivision (g)(1), and/or Code of Civil Procedure section 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and

7. For such other and further relief as the Court deems just and proper.

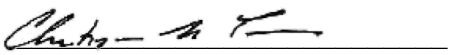
DEMAND FOR JURY TRIAL

Plaintiff, individually and on behalf of the Class and Subclasses, respectfully demand a jury trial in this matter.

Respectfully submitted,

EMPLAW, LLP

Dated: November 2, 2026



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Attorneys for Plaintiff
ANTHONY STRINGER, individually, and on behalf of himself and all others similarly situated