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Superior Court of California
County of Los Angeles
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JADE YIM, ADRIANA BARRERA, RACHEL KORTUEM, MARY AYLWARD-PELL and KATHERINE SAVINI, individuals, on behalf of themselves and on behalf of all persons similarly situated,

Plaintiffs,

vs.

SELECT CS PHYSICAL THERAPY, P.C., a California Professional Corporation; PHYSIOTHERAPY ASSOCIATES, INC., a Corporation; MATRIX REHABILITATION, INC., a Corporation, SELECT SAN DIEGO PHYSICAL THERAPY, P.C., a Professional Corporation and DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV12286

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;

9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB CODE §§201-204, 233, 246; and
10. CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ. FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 204 ET SEQ., 210, 218, 221, 226(a), 226.7, 227.3, 246 ET SEQ., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11040, SUBDIVISION 5(A)-(B), CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 1 1070(14) (FAILURE TO PROVIDE SEATING), AND THE APPLICABLE WAGE ORDER(S).

DEMAND FOR A JURY TRIAL

Plaintiffs Jade Yim, Adriana Barrera, Katherine Savini, Rachel Kortuem and Mary Aylward-Pell ("PLAINTIFFS"), individuals, on behalf of themselves and all other similarly situated current and former employees allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following.

THE PARTIES

1. Select CS Physical Therapy, P.C. is a California professional corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

2. Physiotherapy Associates, Inc. is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

3. Matrix Rehabilitation, Inc. is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

4. Select San Diego Physical Therapy, P.C. is a professional corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

5. Select CS Physical Therapy, P.C. and/or Physiotherapy Associates, Inc. and/or Matrix Rehabilitation, Inc., and/or Select San Diego Physical Therapy, P.C., were the joint employers of PLAINTIFFS as evidenced by paycheck and by the company PLAINTIFFS performed work for respectively, and are, therefore, jointly responsible as employers for the conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANTS").

6. DEFENDANTS provide physical therapy services in California.

7. As part of their business, Select CS Physical Therapy, P.C. and/or Physiotherapy Associates, Inc. employs a fleet of Clinicians. The employees employed in positions at Select CS Physical Therapy, P.C. and/or Physiotherapy Associates, Inc. with the titles of "Occupational Therapists" "Physical Therapists" "Sports Therapists" "Pediatric Therapists" "Hand Therapists" "Pelvic Health Physical Therapists" and all perform the same primary job duties of providing various forms of therapy to patients while promoting healing and recover in a compassionate environment, providing and exceptional patient experience and keeping patients and each other safe, and are collectively referred to herein as the "Clinicians".

8. Plaintiff Jade Yim ("Plaintiff Yim") was employed by DEFENDANT in California as a Clinician (specifically an Occupational Therapist) from May of 2021 until September of 2022. At all times relevant during her employment with DEFENDANT, Plaintiff Yim was classified by DEFENDANT as a salaried employee exempt from overtime wages and other related benefits.

9. Plaintiff Adriana Barrera ("Plaintiff Barrera"), was employed by DEFENDANT in California from 2007 through December 30, 2023, and was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

10. Plaintiff Katherine Savini ("Plaintiff Savini"), was employed by DEFENDANT in California from August of 2017 to March of 2020, and was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

11. Plaintiff Rachel Kortuem("PLaintiff Kortuem") was employed by DEFENDANT in California from November of 2022 to February 13, 2024. Plaintiff Kortuem was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

12. Plaintiff Aylward-Pell ("Plaintiff Aylward-Pell") was employed by DEFENDANT in California from September of 2021 to October of 2023. Plaintiff Aylward-Pell was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

13. The CALIFORNIA CLASS consists of:

A. All individuals who are or previously were employed by defendants Select CS Physical Therapy, P.C., and Physiotherapy Associates, Inc. from May 30, 2019 to the earlier of preliminary approval or May 25, 2026 ("Yim/Barrera Class Period"), and;

B. All individuals who are or previously were employed by defendants Matrix Rehabilitation, Inc., and Select San Diego Physical Therapy, P.C. from April 14,

2020 to the earlier of preliminary approval or May 25, 2026 ("Korteum/Aylward-Pell Class Period").

i. The Yim/Barrera Class Period and the Kortuem/Aylward-Pell Class Period are collectively referred to as the "Class Period."

C. The exempt employees who worked in California for defendants Select CS Physical Therapy, P.C., and Physiotherapy Associates, Inc. during the Yim/Barrera Class Period are referred to as the Exempt Yim/Barrera Class;

D. The non-exempt employees who worked in California for defendants Select CS Physical Therapy, P.C., and Physiotherapy Associates, Inc. are referred to as the Non-Exempt Yim/Barrera Class; and,

E. The non-exempt employees who worked in California for defendants Matrix Rehabilitation, Inc., and Select San Diego Physical Therapy, P.C. during the Kortuem/Aylward-Pell Class Period are referred to as the Non-Exempt Kortuem/Aylward-Pell Class Members.

16. The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars ($5,000,000.00).

17. PLAINTIFFS bring this Class Action on behalf of themselves and a CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which failed to lawfully compensate these employees. DEFENDANT's policy and practice alleged herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained and continues to retain wages due PLAINTIFFS and the other members of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable relief.

18. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to

PLAINTIFFS who therefore sue these DEFENDANTS by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFFS are informed and believe, and based upon that information and belief allege, that the DEFENDANTS named in this Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

19. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the DEFENDANTS acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the DEFENDANTS, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other DEFENDANTS and all Defendants are jointly and severally liable to PLAINTIFFS and the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the DEFENDANTS' agents, servants and/or employees.

THE CONDUCT

20. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANTS require PLAINTIFFS and CALIFORNIA CLASS Members to work without paying them for all the time they are under DEFENDANTS' control. Among other things, DEFENDANTS require PLAINTIFFS to work while clocked out during what is supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFFS' off-duty meal break. DEFENDANTS, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFFS and CALIFORNIA CLASS Members, always to the benefit of DEFENDANTS, so that during the course of their employment, PLAINTIFFS and CALIFORNIA CLASS Members are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANTS

engages in the practice of requiring PLAINTIFFS and CALIFORNIA CLASS Members to perform work off the clocking that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's business records.

21. State and federal law provides that employees must be paid overtime and meal and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFFS and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay that is tied to specific elements of an employee's performance.

22. The second component of PLAINTIFF's and other CALIFORNIA CLASS Members' compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their performance for DEFENDANT. The non-discretionary incentive program provided all employees paid on an hourly basis with incentive compensation when the employees met the various performance goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. Management and supervisors described the incentive program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFFS and other CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure to do so has resulted in a underpayment of overtime compensation and meal and rest break premiums to PLAINTIFFS and other CALIFORNIA CLASS Members by DEFENDANT.

23. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other CALIFORNIA CLASS Members were required from time to time to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from time to time failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work. DEFENDANTS also engaged in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFFS and other CALIFORNIA CLASS Members. PLAINTIFFS and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANT's corporate policy and practice.

24. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and other CALIFORNIA CLASS Members were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires employers to provide employees with off-duty rest periods, which the California Supreme Court defined as time during which an employee is relieved from all work related duties and free from employer control. In so doing, the Court held that the requirement under California law that employers authorize and permit all employees to take rest period means that employers must relieve employees of all duties and relinquish control over how employees spend their time which includes control over the locations where employees may take their rest period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFFS and other CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's

rule which states PLAINTIFFS and other CALIFORNIA CLASS Members cannot leave the work premises during their rest period.

25. During the CALIFORNIA CLASS PERIOD, DEFENDANTS failed to accurately record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual amount of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked, meaning the time during which an employee was subject to the control of an employer, including all the time the employee was permitted or suffered to permit this work. DEFENDANTS required these employees to work off the clock without paying them for all the time they were under DEFENDANT's control. As such, DEFENDANTS knew or should have known that PLAINTIFFS and the other members of the CALIFORNIA CLASS were under compensated for all time worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeited time worked by working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime wage rates. To the extent that the time worked off the clock does not qualify for overtime premium payment, DEFENDANTS fail to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

26. From time to time, DEFENDANTS also failed to provide PLAINTIFFS and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFFS and CALIFORNIA CLASS Members were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANTS provided to PLAINTIFFS and other CALIFORNIA CLASS Members failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they

did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). DEFENDANTS also violated Cal. Lab. Code 226(a)(6) by not including the inclusive dates of the period for which the employee is paid. Aside, from the violations listed above in this paragraph, DEFENDANTS failed to issue to PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq*. As a result, DEFENDANTS from time to time provided PLAINTIFFS and the other members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

27. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210 provides:

> [I]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

28. DEFENDANTS from time to time failed to pay PLAINTIFFS and members of the CALIFORNIA SUB-CLASS Members within seven (7) days of the close of the payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for the "Hourly" regular wage payments.

29. DEFENDANTS underpaid sick pay wages to PLAINTIFFS and other CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANTS underpaid sick pay to PLAINTIFFS and other CALIFORNIA CLASS Members at their base rates of pay.

30. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

31. DEFENDANTS violated Cal. Lab. Code Section 246 by failing to pay sick pay at the regular rate of pay. PLAINTIFFS and CALIFORNIA CLASS Members routinely earned non-discretionary incentive wages which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

32. As a pattern and practice, DEFENDANTS regularly failed to pay PLAINTIFFS and other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are informed and believe and based thereon allege that such failure to pay sick pay at regular rate was willful, such that PLAINTIFFS and members of the CALIFORNIA CLASS whose employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

33. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." DEFENDANTS failed to pay all compensation due to PLAINTIFFS and other CALIFORNIA SUB-CLASS Members, made unlawful deductions from compensation payable to PLAINTIFFS and CALIFORNIA SUB-CLASS Members, failed to disclose all aspects of the deductions from compensation payable to PLAINTIFFS and CALIFORNIA SUB-CLASS Members, and thereby failed to pay these employees all wages due at each applicable pay period and upon termination. PLAINTIFFS and members of the CALIFORNIA SUB-CLASS seek recovery of all illegal deductions from wages according to proof, related penalties, interest, attorney fees and costs.

34. DEFENDANTS intentionally and knowingly failed to reimburse and indemnify PLAINTIFFS and the other CALIFORNIA CLASS Members for required business expenses incurred by the PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his

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

35. In the course of their employment PLAINTIFFS and other CALIFORNIA CLASS Members as a business expense, were required by DEFENDANTS to use their own personal cellular phones as a result of and in furtherance of their job duties as employees for DEFENDANTS but are not reimbursed or indemnified by DEFENDANTS for the cost associated with the use of their personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal cellular phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFFS and other members of the CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

36. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide PLAINTIFFS and the other Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting.

37. DEFENDANTS knew or should have known that PLAINTIFFS and other Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that DEFENDANTS did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties.

38. By reason of this conduct applicable to PLAINTIFFS and all Aggrieved Employees, DEFENDANTS violated California Labor Code Section 1198 and California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFFS seek penalties on behalf of PLAINTIFFS and other Aggrieved Employees as provided herein. Providing suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANTS violated the California Labor Code and regulations promulgated thereunder as herein alleged.

39. Specifically as to PLAINTIFFS, DEFENDANTS failed to provide all the legally required off-duty meal and rest breaks to PLAINTIFFS as required by the applicable Wage Order and Labor Code and failed to pay PLAINTIFFS all minimum and overtime wages due to PLAINTIFFS. DEFENDANTS did not have a policy or practice which provided timely off-duty meal and rest breaks to PLAINTIFFS and also failed to compensate PLAINTIFFS for PLAINTIFFS's missed meal and rest breaks. The nature of the work performed by the PLAINTIFFS did not prevent PLAINTIFFS from being relieved of all of PLAINTIFFS' duties for the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide PLAINTIFFS with the legally required meal periods is evidenced by DEFENDANT's business records. The amount in controversy for PLAINTIFFS individually does not exceed the sum or value of $75,000.

40. During the CALIFORNIA EXEMPT YIM/BARRERA CLASS PERIOD, Plaintiff Yim, as a Clinician, has been classified by DEFENDANTS as exempt from overtime pay, meal and rest periods, and reimbursement of business expenses and works in excess of eight (8) hours in a workday and/or more than forty (40) hours in a workweek, but as a result of DEFENDANT's misclassification of PLAINTIFFS as exempt from the applicable California Labor Code provisions, PLAINTIFFS are not compensated by DEFENDANTS for their overtime worked, missed meal and rest breaks, and her business expenses she incurred as a result of her job duties for Defendant. DEFENDANTS does not have a policy or practice which provides meal and rest breaks to PLAINTIFFS and also fail to compensate PLAINTIFFS for their missed meal and rest breaks. As a consequence of the foregoing, PLAINTIFFS are not provided with accurate and itemized wage statements showing the gross wages earned, the net wages earned, all applicable hourly rates in effect during the pay period, including overtime hourly rates, and the corresponding number of hours worked at each hourly rate, by DEFENDANTS during the CALIFORNIA EXEMPT CLASS PERIOD in violation of Cal. Lab. Code § 226(a).

41. PLAINTIFFS and all members of the CALIFORNIA EXEMPT YIM/BARRERA CLASS are uniformly classified and treated by DEFENDANTS as exempt at the time of hire and thereafter, DEFENDANTS has failed to take the proper steps to determine whether PLAINTIFFS, and

the members of the CALIFORNIA EXEMPT CLASS, were properly classified under the applicable Industrial Welfare Commission Wage Order (Wage Order 4-2001) and Cal. Lab. Code §§ 510, et seq. as exempt from applicable California labor laws. Since DEFENDANTS affirmatively and willfully misclassified PLAINTIFFS and the members of the CALIFORNIA EXEMPT YIM/BARRERA CLASS in compliance with California labor laws, DEFENDANT's practices violated and continue to violate California law. In addition, DEFENDANTS acted deceptively by falsely and fraudulently telling PLAINTIFFS and each member of the CALIFORNIA EXEMPT YIM/BARRERA CLASS that they are exempt from meal breaks and overtime pay when DEFENDANTS knew or should have known that this statement is false and not based on known facts. DEFENDANTS also acted unfairly by violating the California labor laws, and as a result of this policy and practice, DEFENDANTS also violated the UCL. In doing so, DEFENDANTS cheated the competition by paying the CALIFORNIA EXEMPT YIM/BARRERA CLASS less than the amount competitors paid who complied with the law and cheated the CALIFORNIA EXEMPT YIM/BARRERA CLASS by not paying them in accordance with California law.

JURISDICTION AND VENUE

42. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees of DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

43. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANTS and DEFENDANTS (i) currently maintains and at all relevant times maintained offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

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THE CALIFORNIA CLASS

44. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq*. (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as:

A. All individuals who are or previously were employed by defendants Select CS Physical Therapy, P.C., and Physiotherapy Associates, Inc. from May 30, 2019 to the earlier of preliminary approval or May 25, 2026 ("Yim/Barrera Class Period"), and;

B. All individuals who are or previously were employed by defendants Matrix Rehabilitation, Inc., and Select San Diego Physical Therapy, P.C. from April 14, 2020 to the earlier of preliminary approval or May 25, 2026 ("Kortuem/Aylward-Pell Class Period").

i. The Yim/Barrera Class Period and the Kortuem/Aylward-Pell Class Period are collectively referred to as the "Class Period."

C. The exempt employees who worked in California for defendants Select CS Physical Therapy, P.C., and Physiotherapy Associates, Inc. during the Yim/Barrera Class Period are referred to as the Exempt Yim/Barrera Class;

D. The non-exempt employees who worked in California for defendants Select CS Physical Therapy, P.C., and Physiotherapy Associates, Inc. are referred to as the Non-Exempt Yim/Barrera Class; and,

E. The non-exempt employees who worked in California for defendants Matrix Rehabilitation, Inc., and Select San Diego Physical Therapy, P.C. during the Kortuem/Aylward-Pell Class Period are referred to as the Non-Exempt Kortuem/Aylward-Pell Class Members.

The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars ($5,000,000.00).

45. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted accordingly.

46. DEFENDANT, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice

whereby DEFENDANTS failed to record all meal and rest breaks missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work.

47. DEFENDANTS has the legal burden to establish that each and every CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as required by California laws. The DEFENDANT, however, as a matter of policy and procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid as required by law. This common business practice is applicable to each and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq*. (the "UCL") as causation, damages, and reliance are not elements of this claim.

48. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA CLASS Members is impracticable.

49. DEFENDANTS violated the rights of the CALIFORNIA CLASS under California law by:

(a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof. Code §§ 17200, *et seq*. (the "UCL"), by unlawfully, unfairly and/or deceptively having in place company policies, practices and procedures that failed to record and pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked, including minimum wages owed and overtime wages owed for work performed by these employees; and,

(b) Committing an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFFS and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

50. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

(a) The persons who comprise the CALIFORNIA CLASS are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA CLASS will apply to every member of the CALIFORNIA CLASS;

(c) The claims of the representative PLAINTIFFS are typical of the claims of each member of the CALIFORNIA CLASS. PLAINTIFFS, like all the other members of the CALIFORNIA CLASS, was classified as a non-exempt employee paid on an hourly basis who was subjected to the DEFENDANT's deceptive practice and policy which failed to provide the legally required meal and rest periods to the CALIFORNIA CLASS and thereby underpaid compensation to PLAINTIFFS and CALIFORNIA CLASS. PLAINTIFFS sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFFS and the members of the CALIFORNIA CLASS were and are similarly or identically harmed by the same unlawful, deceptive and unfair misconduct engaged in by DEFENDANT; and,

(d) The representative PLAINTIFFS will fairly and adequately represent and protect the interest of the CALIFORNIA CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFFS and the members of the CALIFORNIA CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all CALIFORNIA CLASS Members.

51. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

(a) Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

1) Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,

2) Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANTS failed to pay all wages due to members of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFFS seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other

available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

   A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

   B. Adjudications with respect to individual members of the CALIFORNIA CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANTS or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will

obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

52. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

(a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;

(b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

(c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;

(d) PLAINTIFFS, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA CLASS;

(f) There is a community of interest in ensuring that the combined assets of DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

(g) DEFENDANTS has acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA CLASS as a whole;

(h) The members of the CALIFORNIA CLASS are readily ascertainable from the business records of DEFENDANT; and,

(i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS as to the members of the CALIFORNIA CLASS.

53. DEFENDANTS maintains records from which the Court can ascertain and identify by job title each of DEFENDANTS' employees who have been intentionally subjected to DEFENDANTS' company policy, practices and procedures as herein alleged. PLAINTIFFS will seek leave to amend the Complaint to include any additional job titles of similarly situated employees when they have been identified.

THE CALIFORNIA SUB-CLASS

54. PLAINTIFFS further bring the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth causes Action on behalf of a California sub-class, defined as:

A. All individuals who are or previously were employed by defendants Select CS Physical Therapy, P.C., and Physiotherapy Associates, Inc. from May 30, 2019 to the earlier of preliminary approval or May 25, 2026 ("Yim/Barrera Class Period"), and;

B. All individuals who are or previously were employed by defendants Matrix Rehabilitation, Inc., and Select San Diego Physical Therapy, P.C. from April 14, 2020 to the earlier of preliminary approval or May 25, 2026 ("Kortuem/Aylward-Pell Class Period").

i. The Yim/Barrera Class Period and the Kortuem/Aylward-Pell Class Period are collectively referred to as the "Class Period."

C. The exempt employees who worked in California for defendants Select CS Physical Therapy, P.C., and Physiotherapy Associates, Inc. during the Yim/Barrera Class Period are referred to as the Exempt Yim/Barrera Class;

D. The non-exempt employees who worked in California for defendants Select CS Physical Therapy, P.C., and Physiotherapy Associates, Inc. are referred to as the Non-Exempt Yim/Barrera Class; and,

E. The non-exempt employees who worked in California for defendants Matrix Rehabilitation, Inc., and Select San Diego Physical Therapy, P.C. during the Kortuem/Aylward-Pell Class Period are referred to as the Non-Exempt Kortuem/Aylward-Pell Class Members.

The amount in controversy for the aggregate claim of CALIFORNIA SUB-CLASS Members is under five million dollars ($5,000,000.00).

55. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANTS failed to correctly calculate compensation for the time worked by PLAINTIFFS and the other members of the CALIFORNIA SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permitted or suffered to permit this work. DEFENDANTS has denied these CALIFORNIA SUB-CLASS Members wages to which these employees are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA SUB-CLASS against DEFENDANT, the CALIFORNIA SUB-CLASS PERIOD should be adjusted accordingly.

56. DEFENDANTS maintains records from which the Court can ascertain and identify by name and job title, each of DEFENDANTS' employees who have been intentionally subjected to DEFENDANTS' company policy, practices and procedures as herein alleged. PLAINTIFFS will seek leave to amend the complaint to include any additional job titles of similarly situated employees when they have been identified.

57. The CALIFORNIA SUB-CLASS is so numerous that joinder of all CALIFORNIA SUB-CLASS Members is impracticable.

58. Common questions of law and fact exist as to members of the CALIFORNIA SUB-CLASS, including, but not limited, to the following:

(a) Whether DEFENDANTS unlawfully failed to correctly calculate and pay compensation due to members of the CALIFORNIA SUB-CLASS for missed meal and rest breaks in violation of the California Labor Code and California regulations and the applicable California Wage Order;

(b) Whether DEFENDANTS failed to provide the PLAINTIFFS and the other members of the CALIFORNIA SUB-CLASS with accurate itemized wage statements;

(c) Whether DEFENDANTS has engaged in unfair competition by the above-listed conduct;

(d) The proper measure of damages and penalties owed to the members of the CALIFORNIA SUB-CLASS; and,

(e) Whether DEFENDANTS' conduct was willful.

59. DEFENDANTS violated the rights of the CALIFORNIA SUB-CLASS under California law by:

(a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFFS and the members of the CALIFORNIA SUB-CLASS all wages due for overtime worked, for which DEFENDANTS are liable pursuant to Cal. Lab. Code § 1194;

(b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq*., by failing to accurately pay PLAINTIFFS and the members of the CALIFORNIA SUB-CLASS the correct minimum wage pay for which DEFENDANTS are liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

(c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFFS and the members of the CALIFORNIA SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee;

(d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFFS and the other members of the CALIFORNIA SUB-CLASS with all legally

required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks;

(e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the manner required by California law to the members of the CALIFORNIA SUB-CLASS who have terminated their employment; and,

(f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS and the CALIFORNIA SUB-CLASS members with necessary expenses incurred in the discharge of their job duties.

60. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

(a) The persons who comprise the CALIFORNIA SUB-CLASS are so numerous that the joinder of all CALIFORNIA SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

(b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA SUB-CLASS and will apply to every member of the CALIFORNIA SUB-CLASS;

(c) The claims of the representative PLAINTIFFS are typical of the claims of each member of the CALIFORNIA SUB-CLASS. PLAINTIFFS, like all the other members of the CALIFORNIA SUB-CLASS, was a non-exempt employee paid on an hourly basis who was subjected to the DEFENDANTS' practice and policy which failed to pay the correct amount of wages due to the CALIFORNIA SUB-CLASS. PLAINTIFFS sustained economic injury as a result of DEFENDANTS' employment practices. PLAINTIFFS and the members of the CALIFORNIA SUB-CLASS were and are similarly or identically harmed by the

same unlawful, deceptive, and unfair misconduct engaged in by DEFENDANT; and,

(d) The representative PLAINTIFFS will fairly and adequately represent and protect the interest of the CALIFORNIA SUB-CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative PLAINTIFFS and the members of the CALIFORNIA SUB-CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA SUB-CLASS will vigorously assert the claims of all CALIFORNIA SUB-CLASS Members.

61. In addition to meeting the statutory prerequisites to a Class Action, this action is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

(a) Without class certification and determination of declaratory, injunctive, statutory and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA SUB-CLASS will create the risk of:

1) Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA SUB-CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA SUB-CLASS; or,

2) Adjudication with respect to individual members of the CALIFORNIA SUB-CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA SUB-CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA SUB-CLASS, making appropriate class-wide relief with respect to the CALIFORNIA SUB-CLASS as a whole in that DEFENDANTS fails to pay all wages due. Including the correct

wages for all time worked by the members of the CALIFORNIA SUB-CLASS as required by law;

(c) Common questions of law and fact predominate as to the members of the CALIFORNIA SUB-CLASS, with respect to the practices and violations of California Law as listed above, and predominate over any question affecting only individual CALIFORNIA SUB-CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

B. Adjudications with respect to individual members of the CALIFORNIA SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA SUB-CLASS Members will avoid asserting

their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANTS or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

62. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

(a) The questions of law and fact common to the CALIFORNIA SUB-CLASS predominate over any question affecting only individual CALIFORNIA SUB-CLASS Members;

(b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

(c) The members of the CALIFORNIA SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA SUB-CLASS before the Court;

(d) PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other

improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANTS' actions have inflicted upon the CALIFORNIA SUB-CLASS;

(f) There is a community of interest in ensuring that the combined assets of DEFENDANTS are sufficient to adequately compensate the members of the CALIFORNIA SUB-CLASS for the injuries sustained;

(g) DEFENDANTS has acted or refused to act on grounds generally applicable to the CALIFORNIA SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA SUB-CLASS as a whole;

(h) The members of the CALIFORNIA SUB-CLASS are readily ascertainable from the business records of DEFENDANT. The CALIFORNIA SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANTS in California at any time during the CALIFORNIA SUB-CLASS PERIOD; and,

(i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS as to the members of the CALIFORNIA SUB-CLASS.

FIRST CAUSE OF ACTION

For Unlawful Business Practices

[Cal. Bus. And Prof. Code §§ 17200, *et seq*.]

(By PLAINTIFFS, the CALIFORNIA CLASS and Against All Defendants)

63. PLAINTIFFS, the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

64. DEFENDANTS are a "person" as that term is defined under Cal. Bus. and Prof. Code § 17021.

65. California Business & Professions Code §§ 17200, *et seq.* (the "UCL") defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

> Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

Cal. Bus. & Prof. Code § 17203.

66. By the conduct alleged herein, DEFENDANTS have engaged and continue to engage in a business practice which violates California law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

67. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair in that these practices violate public policy, were immoral, unethical, oppressive, unscrupulous or substantially injurious to employees, and were without valid justification or utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California Business & Professions Code, including restitution of wages wrongfully withheld.

68. By the conduct alleged herein, DEFENDANTS' practices were deceptive and fraudulent in that DEFENDANTS' policy and practice failed to provide the legally mandated meal and rest periods, the required amount of compensation for missed meal and rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse all necessary business expenses incurred, and failed to provide Fair Labor Standards Act overtime wages due for overtime worked as a result of failing to include non-discretionary incentive compensation into their regular rates of pay for purposes of computing the proper overtime pay due to a business practice that cannot be

justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

69. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and deceptive in that DEFENDANTS' employment practices caused PLAINTIFFS, and the other members of the CALIFORNIA CLASS, to be underpaid during their employment with DEFENDANT.

70. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and deceptive in that DEFENDANTS' policies, practices and procedures failed to provide all legally required meal breaks to PLAINTIFFS, and the other members of the CALIFORNIA CLASS, as required by Cal. Lab. Code §§ 226.7 and 512.

71. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each CALIFORNIA CLASS, one (1) hour of pay for each workday in which an off-duty meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in which a second off-duty meal period was not timely provided for each ten (10) hours of work.

72. PLAINTIFFS further demand on behalf of themselves and each member of the CALIFORNIA SUB-CLASS, one (1) hour of pay for each workday in which an off duty paid rest period was not timely provided as required by law.

73. By and through the unlawful and unfair business practices described herein, DEFENDANTS have obtained valuable property, money and services from PLAINTIFFS, and the other members of the CALIFORNIA CLASS, including earned wages for all time worked, and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly compete against competitors who comply with the law.

74. All the acts described herein as violations of, among other things, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were

deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq*.

75. PLAINTIFFS, and the other members of the CALIFORNIA CLASS are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which DEFENDANTS have acquired, or of which PLAINTIFFS, and the other members of the CALIFORNIA CLASS, have been deprived, by means of the above described unlawful and unfair business practices, including earned but unpaid wages for all time worked.

76. PLAINTIFFS, and the other members of the CALIFORNIA CLASSare further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and unfair business practices in the future.

77. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFFS, and the other members of the CALIFORNIA CLASS, have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANTS are restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFFS of the CALIFORNIA SUB-CLASS and Against All Defendants)

78. PLAINTIFFS, and the other members of the CALIFORNIA SUB- CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

79. PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS, bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay

minimum wages to PLAINTIFF, and the CALIFORNIA CLASS Members and the CALIFORNIA EXEMPT CLASS MEMBERS.

80. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

81. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed in unlawful.

82. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

83. DEFENDANTS maintained a wage practice of paying PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANTS' policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFFS, the other members of the CALIFORNIA SUB-CLASS.

84. DEFENDANTS' unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA SUB-CLASS as a whole, as a result of implementing a policy and practice that denies accurate compensation to PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS, in regards to minimum wage pay.

85. In committing these violations of the California Labor Code, DEFENDANTS inaccurately calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

86. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS did not receive the correct minimum wage compensation for their time worked for DEFENDANT.

87. During the CALIFORNIA SUB-CLASS PERIOD, DEFENDANTS required, permitted or suffered PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS to work without

paying them for all the time they were under DEFENDANTS' control. During the CALIFORNIA SUB-CLASS PERIOD, PLAINTIFFS and the other members of the CALIFORNIA SUB-CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned wages.

88. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS for the true time they worked, PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS have suffered and will continue to suffer an economic injury in amounts which are presently unknown to them and which will be ascertained according to proof at trial.

89. DEFENDANTS knew or should have known PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS were under compensated for their time worked. DEFENDANTS elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of company policy, practice and procedure, and DEFENDANTS perpetrated this scheme by refusing to pay PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS the correct minimum wages for their time worked.

90. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA SUB-CLASS for all time worked and provide them with the requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS with a conscious and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

91. PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the CALIFORNIA SUB-CLASS Members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought

herein on behalf of these CALIFORNIA SUB-CLASS Members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

For Failure To Pay Overtime Compensation

[Cal. Lab. Code § 510]

(By PLAINTIFFS, THE CALIFORNIA SUB-CLASS and Against All Defendants)

92. PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs of this Complaint,

93. PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

94. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

95. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

96. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage and overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

97. During the CALIFORNIA SUB-CLASS PERIOD, PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS were required, permitted or suffered by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked, including overtime work.

98. DEFENDANTS' unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA SUB-CLASS, as a whole, as a result of implementing a policy and

practice that failed to accurately record overtime worked by PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS and denied accurate compensation to PLAINTIFFS, the other members of the CALIFORNIA SUB-CLASS for overtime worked, including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

99. In committing these violations of the California Labor Code, DEFENDANTS inaccurately recorded overtime worked and consequently underpaid the overtime worked by PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, the PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS did not receive full compensation for overtime worked.

100. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the overtime requirements of the law. None of these exemptions are applicable to the PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS. Further, PLAINTIFFS, the other members of the CALIFORNIA SUB-CLASS were not subject to a valid collective bargaining agreement that would preclude the causes of action contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf of themselves the CALIFORNIA SUB-CLASS based on DEFENDANTS' violations of non-negotiable, non-waiveable rights provided by the State of California.

101. During the CALIFORNIA SUB-CLASS PERIOD, PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS have been paid less for overtime worked that they are entitled to, constituting a failure to pay all earned wages.

102. DEFENDANTS failed to accurately pay the PLAINTIFFS, the other members of the CALIFORNIA SUB-CLASS overtime wages for the time they worked which was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS were required to work, and

did in fact work, overtime as to which DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business records and witnessed by employees.

103. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS for the true amount of time they worked, PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS have suffered and will continue to suffer an economic injury in amounts which are presently unknown to them and which will be ascertained according to proof at trial.

104. DEFENDANTS knew or should have known that PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS were under compensated for all overtime worked. DEFENDANTS elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of company policy, practice and procedure, and DEFENDANTS perpetrated this scheme by refusing to pay PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS for overtime worked.

105. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA SUB-CLASS for all overtime worked and provide them with the requisite overtime compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS with a conscious of and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

106. PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum and/or overtime compensation is determined to be owed to the CALIFORNIA SUB-CLASS Members, who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties

are sought herein on behalf of these CALIFORNIA SUB-CLASS Members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members entitled to seek and recover statutory costs.

FOURTH CAUSE OF ACTION

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFFS the CALIFORNIA SUB-CLASS and Against All Defendants)

107. PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

108. During the CALIFORNIA CLASS PERIOD, DEFENDANTS from time to time failed to provide all the legally required off-duty meal breaks to PLAINTIFFS, the other members of the CALIFORNIA SUB-CLASS as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS, and the other members of the CALIFORNIA EXEMPT SUB-CLASS were from time to time not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFFS, and the CALIFORNIA SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records from time to time. Further, DEFENDANTS failed to provide PLAINTIFFS, and the CALIFORNIA SUB-CLASS Members, with a second off-duty meal period in some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work from time to time. As a result PLAINTIFFS, and the CALIFORNIA SUB-CLASS Members, therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

109. DEFENDANTS further violates California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS, and the CALIFORNIA SUB-CLASS Members

who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

110. As a proximate result of the aforementioned violations, PLAINTIFFS, the CALIFORNIA SUB-CLASS Members, and the CALIFORNIA EXEMPT SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFFS, the CALIFORNIA SUB-CLASS and Against All Defendants)

111. PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS, and the other members of the CALIFORNIA EXEMPT SUB-CLASS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

112. PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees from time to time were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS, the other CALIFORNIA SUB-CLASS Members were also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA SUB-CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

113. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one

additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

114. As a proximate result of the aforementioned violations, PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFFS, the CALIFORNIA SUB-CLASS and Against All Defendants)

115. PLAINTIFFS, the other members of the CALIFORNIA SUB-CLASS Members, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

116. Cal. Labor Code § 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

> (1) gross wages earned,
> (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
> (3) the number of piecerate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
> (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
> (5) net wages earned,
> (6) the inclusive dates of the period for which the employee is paid,
> (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
> (8) the name and address of the legal entity that is the employer, and
> (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

117. From time to time, DEFENDANTS also failed to provide PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage

statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANTS provided to PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). DEFENDANTS also violated Cal. Lab. Code 226(a)(6) by not including the inclusive dates of the period for which the employee is paid. Aside, from the violations listed above in this paragraph, DEFENDANTS failed to issue to PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq*. As a result, DEFENDANTS from time to time provided PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members with wage statements which violated Cal. Lab. Code § 226.

118. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members may elect to recover liquidated damages of fifty dollars ($50.00) for the initial pay period in which the violation occurred, and one hundred dollars ($100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars ($4,000.00) for PLAINTIFFS and each respective member of the CALIFORNIA SUB-CLASS herein).

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SEVENTH CAUSE OF ACTION

For Failure to Reimburse Employees for Required Expenses

[Cal. Lab. Code § 2802]

(By PLAINTIFFS, the CALIFORNIA SUB-CLASS and Against All Defendants)

119. PLAINTIFFS, the other CALIFORNIA SUB-CLASS members reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

120. Cal. Lab. Code § 2802 provides, in relevant part, that:

> An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

121. At all relevant times herein, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members for expenses which included, but were not limited to, costs related to using their personal cellular phones on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members were required by DEFENDANTS to use their personal cellular phones and home offices in order to perform work related job tasks. DEFENDANTS' policy and practice was to not reimburse PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members for expenses resulting from using their personal cellular phones and home offices for DEFENDANTS within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS, the other CALIFORNIA SUB-CLASS Members, DEFENDANTS failed to indemnify and reimburse PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members for these expenses as an employer is required to do under the laws and regulations of California.

122. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred by themselves, and the CALIFORNIA SUB-CLASS members and the CALIFORNIA EXEMPT SUB-CLASS in the discharge of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

EIGHTH CAUSE OF ACTION

For Failure to Pay Wages When Due

[Cal. Lab. Code §§ 201, 202, 203]

(By PLAINTIFFS, the CALIFORNIA SUB-CLASS and Against All Defendants)

123. PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

124. Cal. Lab. Code § 200 provides, in relevant part, that:

> As used in this article:
> (a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.
> (b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

125. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

126. Cal. Lab. Code § 202 provides, in relevant part, that:

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

127. There was no definite term in PLAINTIFF's or any CALIFORNIA SUB-CLASS Members' employment contract.

128. Cal. Lab. Code § 203 provides, in relevant part, that:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty

from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

129. The employment of PLAINTIFFS, the other CALIFORNIA SUB-CLASS Members has terminated and DEFENDANTS have not tendered payment of all wages owed as required by law. Additionally, at all times during the term of PLAINTIFF's employment with DEFENDANT, PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members earned and accrued vested vacation and holiday time on the date of their termination pursuant to DEFENDANTS' uniform vacation policies and applicable California law. The amount of vacation pay PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members earned and accumulated is evidenced by DEFENDANTS' business records. Additionally, DEFENDANTS also underpaid accrued vested vacation wages to PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members by failing to pay such wages at the regular rate of pay and more specifically the final rate of pay that included all non-discretionary incentive compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANTS underpaid vacation wages to PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members at their base rates of pay, instead of including all of PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members' non-discretionary incentive compensation into the vacation wage payment calculations. DEFENDANTS failed to specify in DEFENDANTS' written vacation policy the rate at which PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members would be paid vacation upon leaving employment with DEFENDANT. As a result of DEFENDANTS' unlawful practice, policy and procedure to deny paying the PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS, all of their vested vacation and holiday time, DEFENDANTS failed to pay the PLAINTIFFS, and the members of the CALIFORNIA SUB-CLASS, all vested vacation time as wages due upon employment termination, in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly, DEFENDANTS underpaid waiting time penalties to PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members at their base rates of pay, instead of including all of PLAINTIFFS', and the other CALIFORNIA SUB-CLASS Members' non-discretionary compensation into the waiting time penalty calculations. This failure by DEFENDANTS are believed to be the result of DEFENDANTS' unlawful, unfair and deceptive refusal to provide compensation for earned, accrued and vested vacation and holiday time,

as well as the corresponding waiting time penalties that were paid. DEFENDANTS perpetrated this unlawful, unfair and deceptive practice to the detriment of the PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members DEFENDANTS' uniform practice and policy of failing to pay the CALIFORNIA SUB-CLASS Members for all vested vacation and holiday time accumulated at employment termination violated and continues to violate Section 227.3 of the California Labor Code.

130. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves, and the members of the CALIFORNIA SUB-CLASS whose employment has terminated and who have not been fully paid their wages due to them, PLAINTIFFS demand thirty days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CALIFORNIA SUB-CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

NINTH CAUSE OF ACTION

For Failure to Pay Sick Pay Wages

[Cal. Lab. Code §§ 201-204, 210, 233, 246]

(By PLAINTIFFS, the CALIFORNIA SUB-CLASS and Against All Defendants)

131. PLAINTIFFS, the other members of the CALIFORNIA SUB-CLASS reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

132. Cal Lab. Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the

prior 90 days of employment." Under Cal Lab. Code §§ 218 and 233, employees may sue to recover underpaid sick pay wages as damages.

133. As a matter of policy and practice, DEFENDANTS pays sick pay wages to PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members at the incorrect rate of pay. PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members regularly use accrued sick leave in the workweeks in which they also earn non-hourly remuneration. As a matter of policy and practice, DEFENDANTS pay sick pay wages to PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. As a result, DEFENDANTS underpaid sick pay wages to PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members.

134. Cal. Lab. Code § 204 provides that wages generally are due and payable twice during each calendar month and are to be paid no later than the payday for the next regular payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an employee, wages earned and unpaid at the time of discharge are due and payable immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given 72-hour notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal. Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may sue to recover applicable penalties.

135. As alleged herein and as a matter of policy and practice, DEFENDANTS routinely underpays sick pay wages and thus did not timely pay PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members all owing and underpaid sick pay wages. As a result, DEFENDANTS violates Cal. Lab. Code §§ 201-204, 210, 233, and 246, among other Labor Code provisions. PLAINTIFFS are informed and believe that DEFENDANTS was advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, *and sick pay*." *Murphy v. Kenneth Cole Prods., Inc*., 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANTS willfully fails to timely pay PLAINTIFFS, and the other CALIFORNIA SUB-CLASS Members all sick pay wages due, DEFENDANTS are subject to applicable penalties.

136. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles PLAINTIFFS, and the other members of the CALIFORNIA SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties, attorney's fees, and costs of suit.

TENTH CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698, et seq.]

(By PLAINTIFFS YIM, BARRERA, Kortuem and ALYWARD-PELL and Against All Defendants)

137. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

138. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private

attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

139. PLAINTIFFS, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to themselves and all individuals who are or previously were employed by Defendants Select CS Physical Therapy, P.C., Physiotherapy Associates, Inc. ("AGGRIEVED EMPLOYEES")from February 1, 2022 to May 25, 2026 (the "Yim/Barrera PAGA PERIOD"), and all individuals who are or previously were employed by Defendants Matrix Rehabilitation, Inc., and Select San Diego Physical Therapy, P.C. from April 3, 2023 to May 25, 2026 (the "Kortuem/Alyward-Pell PAGA Period.

140. On February 21, 2023, Plaintiff Jade Yim gave written notice by electronic mail to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein (PAGA Notice only without draft complaint). On January 15, 2024, Plaintiff Yim provided Amended Notice to amend Jade Yim's original PAGA Notice and to add an additional Defendant, Physiotherapy Associates, Inc. See Exhibit #2, attached hereto and incorporated by this reference herein. On May 9, 2024 Plaintiffs Jade Yim provided a Second Amended Notice to amend Jade Yim's Amended PAGA Notice to add an additional Plaintiff, Adriana Barrera. See Exhibit #3, attached hereto and incorporated by this reference herein. On April 3, 2024, Plaintiffs Rachel Kortuem and Mary Alyward-Pell gave written notice by electronic mail to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #4, attached hereto and incorporated by this reference herein (PAGA Notice only without draft complaint). The statutory waiting period for PLAINTIFFS to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a

representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

141. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANTS (a) failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

C) An order requiring DEFENDANTS to pay all wages and all sums unlawfuly withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and,

D) Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS' violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA SUB-CLASS:

A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action asserted by the CALIFORNIA SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) Compensatory damages, according to proof at trial, including compensatory damages for minimum and overtime compensation due PLAINTIFFS and the other members of the CALIFORNIA SUB-CLASS, during the applicable CALIFORNIA SUB-CLASS PERIOD plus interest thereon at the statutory rate;

C) The greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per each member of the CALIFORNIA SUB-CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and an award of costs for violation of Cal. Lab. Code § 226;

D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;

F) The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA SUB-CLASS incurred in the course of their job duties, plus interest, and costs of suit.; and,

G) The wages of all terminated employees in the CALIFORNIA SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

4. On all claims:

A) An award of interest, including prejudgment interest at the legal rate;

B) Such other and further relief as the Court deems just and equitable; and,

C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

Dated: September 4, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Nicholas. J. De Blouw*
Nicholas J. De Blouw
Attorneys for Plaintiff

DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

Dated:September 4, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Nicholas J. De Blouw*
Nicholas J. De Blouw
Attorneys for Plaintiff

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL: **Nick@bamlawca.com**
WRITERS EXT: 1004

February 21, 2023
CA2909

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Select CS Physical Therapy, P.C.
Certified Mail #70222410000247761052
CT Corporation System
Amanda Garcia
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

"Aggrieved Employees" refers to all individuals who are or previously were employed by Select CS Physical Therapy, P.C. in California, including any employees staffed with Select CS Physical Therapy, P.C. by a third party, and classified as non-exempt employees during the time period of February 21, 2022 until a date as determined by the Court. Our offices represent Plaintiff Jade Yim ("Plaintiff") and other Aggrieved Employees in a lawsuit against Select CS Physical Therapy, P.C. ("Defendant"). Plaintiff was employed by Defendant in California from April of 2021 to February of 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code §

204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq*. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL: **Nick@bamlawca.com**

WRITERS EXT: 1004

January 15, 2024
CA2909

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Select CS Physical Therapy, P.C.
Certified Mail #9589071052700182377362
CT Corporation System
Amanda Garcia
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

Physiotherapy Associates, Inc.
Certified Mail #9589071052700182377379
CT Corporation System
Amanda Garcia
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

Amended Notice for LWDA Case No.: LWDA-CM-937435-23

Re: Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our office represents Plaintiff Jade Yim and other Aggrieved Employees in their lawsuit against Select CS Physical Therapy, P.C.

Plaintiff Yim originally sent a PAGA Notice on February 21, 2023, which gave notice to the LWDA, and Select CS Physical Therapy, P.C., to enable Plaintiff Yim to proceed with the Complaint against Select CS Physical Therapy, P.C., as authorized by California Labor Code section 2699, *et seq*.

This Amended Notice is intended to amend Jade Yim's original PAGA Notice and to add an additional Defendant, Physiotherapy Associates, Inc. Defendants Select CS Physical Therapy, P.C. and Physiotherapy Associates, Inc., shall collectively be referred to herein as "Defendants".

"Aggrieved Employees" refers to all individuals who are or previously were employed by Select CS Physical Therapy, P.C. and Physiotherapy Associates, Inc., in California, including any

employees staffed with Select CS Physical Therapy, P.C. and Physiotherapy Associates, Inc., by a third party, and classified as non-exempt employees during the time period of February 21, 2022 until a date as determined by the Court. Our offices represent Plaintiff Jade Yim ("Plaintiff") and other Aggrieved Employees in a lawsuit against Select CS Physical Therapy, P.C. and Physiotherapy Associates, Inc., ("Defendants"). Plaintiff was employed by Defendants in California from April of 2021 to February of 2023. Plaintiff was at all times classified by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendants required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendants violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendants required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendants failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendants failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendants provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendants, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et seq*. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

EXHIBIT 3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL: SergioJulian@bamlawca.com
WRITERS EXT: 1001

May 9, 2024
CA2909

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Select CS Physical Therapy, P.C.
Certified Mail #9589071052700298442862
TUCKER ELLIS LLP
515 South Flower Street, Forty Second Floor
Los Angles, CA 90071
Ndubisi A. Ezeolu
Maia Mdinaradze
Anna-Sophie Tirre

Physiotherapy Associates, Inc.
Certified Mail #9589071052700298442862
TUCKER ELLIS LLP
515 South Flower Street, Forty Second Floor
Los Angles, CA 90071
Ndubisi A. Ezeolu
Maia Mdinaradze
Anna-Sophie Tirre

Second Amended Notice for LWDA Case No.: LWDA-CM-937435-23

Re: Second Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our office represents Plaintiff Jade Yim, Adriana Barrera and other Aggrieved Employees in their lawsuit against Select CS Physical Therapy, P.C and/or Physiotherapy Associates, Inc.

Plaintiff Yim originally sent a PAGA Notice on February 21, 2023, which gave notice to the LWDA, and Select CS Physical Therapy, P.C., to enable Plaintiff Yim to proceed with the Complaint against Select CS Physical Therapy, P.C., as authorized by California Labor Code section 2699, *et seq*.

On January 15, 2024, Plaintiff Yim provided Amended Notice to amend Jade Yim's original PAGA Notice and to add an additional Defendant, Physiotherapy Associates, Inc. Defendants Select CS Physical Therapy, P.C. and Physiotherapy Associates, Inc., shall collectively be referred to herein as "Defendants".

This Second Amended Notice is intended to amend the Notice to add an additional Plaintiff, Adriana Barrera. Plaintiffs Jade Yim and Adriana Barrera shall collectively be referred to herein as "Plaintiffs". This Second Amended Notice is also intended to expand the definition of Aggrieved Employees to include all individuals who are or previously were employed by Select CS Physical Therapy, P.C. and/or Physiotherapy Associates, Inc. in California as Clinicians and were classified as exempt.

"Aggrieved Employees" refers to 1) all individuals who are or previously were employed by Select CS Physical Therapy, P.C. and Physiotherapy Associates, Inc., in California, including any employees staffed with Select CS Physical Therapy, P.C., and 2) all persons who are or previously were employed by Select CS Physical Therapy, P.C. and/or Physiotherapy Associates, Inc. in California as Clinicians and were classified as exempt during the time period of February 21, 2022 until a date as determined by the Court. Our offices represent Plaintiff Jade Yim and Adriana Barrera ("Plaintiffs") and other Aggrieved Employees in a lawsuit against Select CS Physical Therapy, P.C. and Physiotherapy Associates, Inc., ("Defendants"). Plaintiff Yim was employed by Defendants in California from April of 2021 to February of 2023. Plaintiff was at all times misclassified by Defendants, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Plaintiff Barrera was employed by Defendants in California from 2007 through December 30, 2023, and was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendants required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendants violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendants required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendants failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendants failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendants failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiffs and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendants provided to Plaintiffs and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contend that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiffs against Defendants, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et seq*. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Sergio J. Puche*

Sergio Julian Puche, Esq.

EXHIBIT 4

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

April 3, 2024
CA3207

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Matrix Rehabilitation, Inc.
Certified Mail #9589071052700408543465
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

"Aggrieved Employees" refers to all individuals who are or previously were employed by Matrix Rehabilitation, Inc. and/or Select San Diego Physical Therapy, P.C. in California, including any employees staffed with Matrix Rehabilitation, Inc. and/or Select San Diego Physical Therapy, P.C. a third party, and classified as non-exempt employees during the time period of April 3, 2023 until a date as determined by the Court. Our offices represent Plaintiffs Rachel Kortuem and Mary Aylward-Pell ("Plaintiffs") and other Aggrieved Employees in a lawsuit against Matrix Rehabilitation, Inc. and/or Select San Diego Physical Therapy, P.C. ("Defendants"). Plaintiff Kortuem was employed by Defendants in California from November of 2022 to February 13, 2024. Plaintiff Aylward-Pell was employed by Defendants in California from September of 2021 to October of 2023. Plaintiffs were at all times classified by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendants required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendants violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendants required Plaintiffs and

Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendants failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendants failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendants failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendants provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contend that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiffs against Defendants, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et seq*. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
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Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

April 3, 2024
CA3207

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Select San Diego Physical Therapy, P.C.
Certified Mail #9589071052700408543458
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

"Aggrieved Employees" refers to all individuals who are or previously were employed by Matrix Rehabilitation, Inc. and/or Select San Diego Physical Therapy, P.C. in California, including any employees staffed with Matrix Rehabilitation, Inc. and/or Select San Diego Physical Therapy, P.C. a third party, and classified as non-exempt employees during the time period of April 3, 2023 until a date as determined by the Court. Our offices represent Plaintiffs Rachel Kortuem and Mary Aylward-Pell ("Plaintiffs") and other Aggrieved Employees in a lawsuit against Matrix Rehabilitation, Inc. and/or Select San Diego Physical Therapy, P.C. ("Defendants"). Plaintiff Kortuem was employed by Defendants in California from November of 2022 to February 13, 2024. Plaintiff Aylward-Pell was employed by Defendants in California from September of 2021 to October of 2023. Plaintiffs were at all times classified by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendants required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendants violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendants required Plaintiffs and

Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendants failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendants failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendants failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendants provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contend that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiffs against Defendants, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et seq*. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.