

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jaclyn Joyce (State Bar #285124)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jaclyn@zakaylaw.com

Charles Sweeny (SBN 325167)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TANYA MARSHALL, MARIA
ANDRADE, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiffs,

vs.

WATTS HEALTHCARE CORPORATION,
a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 19STCV27737

Honorable Stuart M. Rice
Department 1

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite

- Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) Violation of the Private Attorneys General Act [Labor Code §§ 2698, et seq.]

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff TANYA MARSHALL (“Plaintiff MARSHALL”) and Plaintiff MARIA ANDRADE (“Plaintiff ANDRADE” and collectively with Plaintiff MARSHALL as “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff TANYA MARSHALL is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff MARIA ANDRADE is an individual residing in the State of California, County of Los Angeles.

7. Defendant WATTS HEALTHCARE CORPORATION, at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, Defendant WATTS HEALTHCARE CORPORATION was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants WATTS HEALTHCARE CORPORATION, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. Defendant WATTS HEALTHCARE CORPORATION and DOES 1 through 100

will hereinafter collectively be referred to as “Defendants.”

12. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from August 8, 2015 to final judgment and who reside in California.

15. Plaintiffs reserve the right to establish subclasses as appropriate.

16. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiffs’ claims are typical of all other class members’ as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no

1 interest that is antagonistic to the other class members. Plaintiffs'
2 attorneys, the proposed class counsel, are versed in the rules governing
3 class action discovery, certification, and settlement. Plaintiffs have
4 incurred, and during the pendency of this action will continue to incur,
5 costs and attorneys' fees, that have been, are, and will be necessarily
6 expended for the prosecution of this action for the substantial benefit of
7 each class member.

8 d. Superiority: A class action is superior to other available methods for the
9 fair and efficient adjudication of this litigation because individual joinder
10 of all class members is impractical.

11 e. Public Policy Considerations: Certification of this lawsuit as a class action
12 will advance public policy objectives. Employers of this great state violate
13 employment and labor laws every day. Current employees are often afraid
14 to assert their rights out of fear of direct or indirect retaliation. However,
15 class actions provide the class members who are not named in the
16 complaint anonymity that allows for the vindication of their rights.

17 17. There are common questions of law and fact as to the class members that
18 predominate over questions affecting only individual members. The following common
19 questions of law or fact, among others, exist as to the members of the class:

- 20 a. Whether Defendants' failure to pay wages, without abatement or
21 reduction, in accordance with the California Labor Code, was willful;
- 22 b. Whether Defendants' had a corporate policy and practice of failing to pay
23 their hourly-paid or non-exempt employees within the State of California
24 for all hours worked and missed (short, late, interrupted, and/or missed
25 altogether) meal periods and rest breaks in violation of California law;
- 26 c. Whether Defendants required Plaintiffs and the other class members to
27 work over eight (8) hours per day and/or over forty (40) hours per week
28 and failed to pay the legally required overtime compensation to Plaintiffs

1 and the other class members;

- 2 d. Whether Defendants deprived Plaintiffs and the other class members of
3 meal and/or rest periods or required Plaintiffs and the other class members
4 to work during meal and/or rest periods without compensation;
- 5 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
6 other class members for all hours worked;
- 7 f. Whether Defendants failed to pay all wages due to Plaintiffs and the other
8 class members within the required time upon their discharge or
9 resignation;
- 10 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
11 the other class members during their employment;
- 12 h. Whether Defendants complied with wage reporting as required by the
13 California Labor Code; including, *inter alia*, section 226;
- 14 i. Whether Defendants kept complete and accurate payroll records as
15 required by the California Labor Code, including, *inter alia*, section
16 1174(d);
- 17 j. Whether Defendants failed to reimburse Plaintiffs and the other class
18 members for necessary business-related expenses and costs;
- 19 k. Whether Defendants' conduct was willful or reckless;
- 20 l. Whether Defendants engaged in unfair business practices in violation of
21 California Business & Professions Code section 17200, et seq.;
- 22 m. The appropriate amount of damages, restitution, and/or monetary penalties
23 resulting from Defendants' violation of California law; and
- 24 n. Whether Plaintiffs and the other class members are entitled to
25 compensatory damages pursuant to the California Labor Code.

26 **GENERAL ALLEGATIONS**

27 18. At all relevant times set forth herein, Defendants employed Plaintiffs and other
28 persons as hourly-paid or non-exempt employees within the State of California, including the

County of Los Angeles.

19. Defendants, jointly and severally, employed Plaintiff MARSHALL as an hourly-paid, non-exempt employee, from approximately February 2017 to approximately May 2017, in the State of California, County of Los Angeles.

20. Defendants, jointly and severally, employed Plaintiff ANDRADE as an hourly-paid, non-exempt employee, from approximately September 2021 to approximately October 2021, in the State of California, County of Los Angeles.

21. Defendants hired Plaintiffs and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

22. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiffs' and the other class members' employment, and to supervise their daily employment activities.

23. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs and the other class members.

24. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

25. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

26. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

27. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

28. Plaintiffs are informed and believe, and based thereon allege, that Defendants

1 knew or should have known that Plaintiffs and the other class members were entitled to receive
2 certain wages for overtime compensation and that they were not receiving accurate overtime
3 compensation for all overtime hours worked.

4 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 failed to provide Plaintiffs and the other class members all required rest and meal periods during
6 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
7 thus they are entitled to any and all applicable penalties.

8 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members were entitled to receive
10 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
11 member's regular rate of pay when a meal period was missed, and they did not receive all meal
12 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
13 regular rate of pay when a meal period was missed.

14 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that Plaintiffs and the other class members were entitled to receive
16 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
17 member's regular rate of pay when a rest period was missed, and they did not receive all rest
18 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
19 regular rate of pay when a rest period was missed.

20 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants
21 knew or should have known that Plaintiffs and the other class members were entitled to receive
22 at least minimum wages for compensation and that they were not receiving at least minimum
23 wages for all hours worked.

24 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 knew or should have known that Plaintiffs and the other class members were entitled to receive
26 all wages owed to them upon discharge or resignation, including overtime and minimum wages
27 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
28 them at the time of their discharge or resignation.

1 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to receive
3 all wages owed to them during their employment. Plaintiffs and the other class members did not
4 receive payment of all wages, including overtime and minimum wages and meal and rest period
5 premiums, within any time permissible under California Labor Code section 204.

6 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and the other class members were entitled to receive
8 complete and accurate wage statements in accordance with California law, but, in fact, they did
9 not receive complete and accurate wage statements from Defendants. The deficiencies included,
10 *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other class
11 members.

12 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 knew or should have known that Defendants had to keep complete and accurate payroll records
14 for Plaintiffs and the other class members in accordance with California law, but, in fact, did not
15 keep complete and accurate payroll records.

16 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Plaintiffs and the other class members were entitled to
18 reimbursement for necessary business-related expenses.

19 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that they had a duty to compensate Plaintiffs and the other class
21 members pursuant to California law, and that Defendants had the financial ability to pay such
22 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
23 to Plaintiffs and the other class members that they were properly denied wages, all in order to
24 increase Defendants' profits.

25 39. During the relevant time period, Defendants failed to pay overtime wages to
26 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
27 class members were required to work more than eight (8) hours per day and/or forty (40) hours
28 per week without overtime compensation for all overtime hours worked.

40. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs and the other class members.

41. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

42. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

43. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

44. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

45. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

46. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

47. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

48. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

49. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 48, and each and every part thereof with the same force and effect as though fully set forth herein.

50. California Labor Code section 1198 and the applicable Industrial Welfare

Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

51. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

52. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

53. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

54. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

55. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

56. Defendants’ failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

57. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys’ fees.

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SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

58. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 57, and each and every part thereof with the same force and effect as though fully set forth herein.

59. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

60. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

61. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

62. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

63. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or

1 rest period.

2 64. During the relevant time period, Plaintiffs and the other class members who were
3 scheduled to work for a period of time in excess of six (6) hours were required to work for
4 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
5 (30) minutes and/or rest period.

6 65. During the relevant time period, Defendants intentionally and willfully required
7 Plaintiffs and the other class members to work during meal periods and failed to compensate
8 Plaintiffs and the other class members the full meal period premium for work performed during
9 meal periods.

10 66. During the relevant time period, Defendants failed to pay Plaintiffs and the other
11 class members the full meal period premium due pursuant to California Labor Code section
12 226.7.

13 67. Defendants' conduct violates applicable IWC Wage Order and California Labor
14 Code sections 226.7 and 512(a).

15 68. Pursuant to applicable IWC Wage Order and California Labor Code section
16 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one
17 additional hour of pay at the employee's regular rate of compensation for each work day that the
18 meal or rest period is not provided.

19 **THIRD CAUSE OF ACTION**

20 **(Violation of California Labor Code § 226.7)**

21 **(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)**

22 69. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
23 through 68, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 70. At all times herein set forth, the applicable IWC Wage Order and California Labor
26 Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by
27 Defendants.

28 71. At all relevant times, California Labor Code section 226.7 provides that no

1 employer shall require an employee to work during any rest period mandated by an applicable
2 order of the California IWC.

3 72. At all relevant times, the applicable IWC Wage Order provides that “[e]very
4 employer shall authorize and permit all employees to take rest periods, which insofar as
5 practicable shall be in the middle of each work period” and that the “rest period time shall be
6 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
7 hours or major fraction thereof” unless the total daily work time is less than three and one-half
8 (3 ½) hours.

9 73. During the relevant time period, Defendants required Plaintiffs and other class
10 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
11 period per each four (4) hour period worked.

12 74. During the relevant time period, Defendants willfully required Plaintiffs and the
13 other class members to work during rest periods and failed to pay Plaintiffs and the other class
14 members the full rest period premium for work performed during rest periods.

15 75. During the relevant time period, Defendants failed to pay Plaintiffs and the other
16 class members the full rest period premium due pursuant to California Labor Code section 226.7.

17 76. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
18 Code section 226.7.

19 77. Pursuant to the applicable IWC Wage Orders and California Labor Code section
20 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
21 additional hour of pay at the employees’ regular hourly rate of compensation for each work day
22 that the rest period was not provided.

23 **FOURTH CAUSE OF ACTION**

24 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

25 **(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)**

26 78. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
27 through 77, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

79. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

80. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

81. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

82. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

83. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

84. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set forth herein.

85. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,

1 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
2 which case the employee is entitled to his or her wages at the time of quitting.

3 86. During the relevant time period, Defendants intentionally and willfully failed to
4 pay Plaintiffs and the other class members who are no longer employed by Defendants their
5 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

6 87. Defendants' failure to pay Plaintiffs and the other class members who are no
7 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours
8 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
9 202.

10 88. California Labor Code section 203 provides that if an employer willfully fails to
11 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
12 continue as a penalty from the due date thereof at the same rate until paid or until an action is
13 commenced; but the wages shall not continue for more than thirty (30) days.

14 89. Plaintiffs and the other class members are entitled to recover from Defendants the
15 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
16 pursuant to California Labor Code section 203.

17 **SIXTH CAUSE OF ACTION**

18 **(Violation of California Labor Code § 204)**

19 **(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)**

20 90. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
21 through 89, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 91. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
25 calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the 16th and the 26th day of the month during which the labor was performed.

27 92. At all times herein set forth, California Labor Code section 204 provides that all
28 wages earned by any person in any employment between the 16th and the last day, inclusive, of

any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

93. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

94. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

95. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

97. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the

1 employer for at least three years at the place of employment or at a central location within the
2 State of California.

3 98. Defendants have intentionally and willfully failed to provide Plaintiffs and the
4 other class members with complete and accurate wage statements. The deficiencies include, but
5 are not limited to, the failure to include the total number of hours worked by Plaintiffs and the
6 other class members.

7 99. As a result of Defendants' violation of California Labor Code section 226(a),
8 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 100. More specifically, Plaintiffs and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 226(a) because
12 they were denied both their legal right to receive, and their protected interest in receiving,
13 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

14 101. Plaintiffs and the other class members are entitled to recover from Defendants the
15 greater of their actual damages caused by Defendants' failure to comply with California Labor
16 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

17 102. Plaintiffs and the other class members are also entitled to injunctive relief to
18 ensure compliance with this section, pursuant to California Labor Code section 226(h).

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 1174(d))**

21 **(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)**

22 103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
23 through 102, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 104. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
26 central location in the state or at the plants or establishments at which employees are employed,
27 payroll records showing the hours worked daily by and the wages paid to, and the number of
28 piece-rate units earned by and any applicable piece rate paid to, employees employed at the

1 respective plants or establishments. These records shall be kept in accordance with rules
2 established for this purpose by the commission, but in any case shall be kept on file for not less
3 than two years.

4 105. Defendants have intentionally and willfully failed to keep accurate and complete
5 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
6 class members.

7 106. As a result of Defendants' violation of California Labor Code section 1174(d),
8 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 107. More specifically, Plaintiffs and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
12 they were denied both their legal right and protected interest, in having available, accurate and
13 complete payroll records pursuant to California Labor Code section 1174(d).

14 **NINTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 2800 and 2802)**

16 **(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)**

17 108. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
18 through 107, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 109. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her
23 obedience to the directions of the employer.

24 110. Plaintiffs and the other class members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants.

26 111. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
27 other class members for all necessary business-related expenses and costs.

28 112. Plaintiffs and the other class members are entitled to recover from Defendants

1 their business-related expenses and costs incurred during the course and scope of their
2 employment, plus interest accrued from the date on which the employee incurred the necessary
3 expenditures at the same rate as judgments in civil actions in the State of California.

4 **TENTH CAUSE OF ACTION**

5 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

6 **(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)**

7 113. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
8 through 112, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 114. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
12 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
13 within the meaning of Code of Civil Procedure section 1021.5.

14 115. Defendants' activities as alleged herein are violations of California law, and
15 constitute unlawful business acts and practices in violation of California Business & Professions
16 Code section 17200, et seq.

17 116. A violation of California Business & Professions Code section 17200, et seq. may
18 be predicated on the violation of any state or federal law. In this instant case, Defendants'
19 policies and practices of requiring employees, including Plaintiffs and the other class members,
20 to work overtime without paying them proper compensation violate California Labor Code
21 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
22 including Plaintiffs and the other class members, to work through their meal and rest periods
23 without paying them proper compensation violate California Labor Code sections 226.7 and
24 512(a). Defendants' policies and practices of failing to pay minimum wages violate California
25 Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of
26 failing to timely pay wages to Plaintiffs and the other class members violate California Labor
27 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections
28 226(a), 1174(d), 2800 and 2802.

117. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

118. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

119. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences August 8, 2015; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of the Private Attorneys General Act [Labor Code §§ 2698, et seq.]

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

120. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set forth herein.

121. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does 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.

122. 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, bring this individual PAGA and Representative Action on behalf of the State of California with

1 respect to themselves and all current and former hourly-paid or non-exempt employees of
2 Defendant in California in California at any time during the period from January 8, 2024 to October
3 27, 2024, to the present (the "AGGRIEVED EMPLOYEES").

4 123. On January 9, 2025, Plaintiffs gave written notice to the Labor and Workforce
5 Development Agency (the "Agency") and the employer of the specific provisions of this code
6 alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached hereto
7 and incorporated by this reference herein. The statutory waiting period for Plaintiffs to add these
8 allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, Plaintiffs may
9 now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
10 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

11 124. The policies, acts and practices heretofore described were and are an unlawful
12 business act or practice because Defendants (a) failed to pay Plaintiffs and AGGRIEVED
13 EMPLOYEES minimum wages and overtime wages, (b) failed to provide Plaintiffs and
14 AGGRIEVED EMPLOYEES legally required meal and rest breaks and/or pay meal or rest period
15 premiums, (c) failed to pay Plaintiffs and AGGRIEVED EMPLOYEES at the correct regular rate
16 of pay, (d) failed to pay Plaintiffs and AGGRIEVED EMPLOYEES for all time worked, (e) failed
17 to timely pay wages, (f) failed to provide accurate, itemized wage statements; (g) failed to keep
18 requisite payroll records; and (h) failed to reimburse necessary business expenses, all in violation
19 of the applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to
20 Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3,
21 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2800,
22 2802, and 2804, and the applicable Industrial Wage Order(s), and thereby gives rise to statutory
23 penalties as a result of such conduct. Plaintiffs hereby seek recovery of civil penalties as prescribed
24 by the Labor Code Private Attorney General Act of 2004 as the representative of the State of
25 California for the illegal conduct perpetrated on Plaintiffs and the other AGGRIEVED
26 EMPLOYEES.

27 125. For all provisions of the Labor Code for which civil penalty is not specifically
28 provided, Labor Code § 2699(f) imposes upon Defendants a penalty of up to two hundred dollars

1 (\$200) for each AGGRIEVED EMPLOYEE, including Plaintiffs, per pay period. Plaintiffs and
2 the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs
3 in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

4 **DEMAND FOR JURY TRIAL**

5 Plaintiffs, individually, and on behalf of other members of the general public similarly
6 situated, request a trial by jury.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general
9 public similarly situated, pray for relief and judgment against Defendants, jointly and severally,
10 as follows:

11 **Class Certification**

- 12 1. That this action be certified as a class action;
13 2. That Plaintiffs be appointed as the representative of the Class;
14 3. That counsel for Plaintiffs be appointed as Class Counsel; and
15 4. That Defendants provide to Class Counsel immediately the names and most
16 current/last known contact information (address, e-mail and telephone numbers) of all class
17 members.

18 **As to the First Cause of Action**

- 19 5. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
21 all overtime wages due to Plaintiffs and the other class members;

- 22 6. For general unpaid wages at overtime wage rates and such general and special
23 damages as may be appropriate;

- 24 7. For pre-judgment interest on any unpaid overtime compensation commencing
25 from the date such amounts were due;

- 26 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Labor Code section 1194; and

- 28 9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

///

1 **As to the Sixth Cause of Action**

2 35. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
4 by California Labor Code section 204 to Plaintiffs and the other class members;

5 36. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 37. For pre-judgment interest on any unpaid compensation from the date such
8 amounts were due; and

9 38. For such other and further relief as the Court may deem just and proper.

10 **As to the Seventh Cause of Action**

11 39. That the Court declare, adjudge and decree that Defendants violated the record
12 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
13 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized
14 wage statements thereto;

15 40. For actual, consequential and incidental losses and damages, according to proof;

16 41. For statutory penalties pursuant to California Labor Code section 226(e);

17 42. For injunctive relief to ensure compliance with this section, pursuant to California
18 Labor Code section 226(h); and

19 43. For such other and further relief as the Court may deem just and proper.

20 **As to the Eighth Cause of Action**

21 44. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
23 for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

24 45. For actual, consequential and incidental losses and damages, according to proof;

25 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

26 47. For such other and further relief as the Court may deem just and proper.

27 **As to the Ninth Cause of Action**

28 48. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other
2 class members for all necessary business-related expenses as required by California Labor Code
3 sections 2800 and 2802;

4 49. For actual, consequential and incidental losses and damages, according to proof;

5 50. For the imposition of civil penalties and/or statutory penalties;

6 51. For reasonable attorneys' fees and costs of suit incurred herein; and

7 52. For such other and further relief as the Court may deem just and proper.

8 **As to the Tenth Cause of Action**

9 53. That the Court decree, adjudge and decree that Defendants violated California
10 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
11 other class members all overtime compensation due to them, failing to provide all meal and rest
12 periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
13 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
14 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
15 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

16 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
17 all pre-judgment interest from the day such amounts were due and payable;

18 55. For the appointment of a receiver to receive, manage and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violation of California Business and Professions Code sections 17200,
21 et seq.;

22 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 California Code of Civil Procedure section 1021.5;

24 57. For injunctive relief to ensure compliance with this section, pursuant to California
25 Business and Professions Code sections 17200, et seq.; and

26 58. For such other and further relief as the Court may deem just and proper.

27
28 ///

As to the Eleventh Cause of Action

59. On behalf of PLAINTIFFS, the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004.

Dated: March 17, 2025

**JCL LAW FIRM, APC
ZAKAY LAW GROUP, APLC
LAWYERS *for* JUSTICE, PC**

By: 

Jean-Claude Lapuyade, Esq.
Shani O. Zakay, Esq.
Charles Sweeny, Esq.

Attorneys for Plaintiffs

EXHIBIT 1

January 9, 2025

Via Online Filing to LWDA and Certified/Electronic Mail to Defendant
Labor and Workforce Development Agency
Online Filing

WATTS HEALTHCARE CORPORATION

c/o Littler Mendelson P.C.

Brandie N. Charles, Esq.

Alecia W. Winfield, Esq.

Leah Peterson, Esq.

Cassidy Veal, Esq.

bcharles@littler.com

awinfield@littler.com

lpeterson@littler.com

cveal@littler.com

Via Electronic Mail

Re: Notice of Violations of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, and 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiffs Tanya Marshall and Maria Andrade (“Plaintiffs”), and other aggrieved employees in a lawsuit against Defendant Watts Healthcare Corporation (“Defendant”). Based on information and belief, Plaintiffs worked for the Defendant as a non-exempt employees, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendant, however, unlawfully failed to record and pay Plaintiffs and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendant failed to timely pay Plaintiffs and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiffs further contend that Defendant failed to provide accurate wage statements to them and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, and 2802 violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiffs seeks to represent a group of aggrieved employees defined as all current and former hourly-paid or non-exempt employees who worked for Defendant in California during the relevant claim period and who reside in California.

A true and correct copy of the Complaint by Plaintiffs against Defendant, which (1)

identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiffs, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (5) 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. 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.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiffs reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiffs continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *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 Statute of 2004 on behalf of Plaintiffs and all aggrieved California employees.

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

Very truly yours,
JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

**FIRST AMENDED
SUMMONS
(CITACION JUDICIAL)**

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

WATTS HEALTHCARE CORPORATION, a California corporation;
and DOES 1 through 100, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

TANYA MARSHALL, MARIA ANDRADE, individually, and on
behalf of other members of the general public similarly situated;

**Electronically FILED by
Superior Court of California,
County of Los Angeles
8/09/2023 1:47 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of the State of California
County of Los Angeles
Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

19STCV27737

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Lawyers for Justice, PC, Charles Sweeny, 410 West Arden Ave., Suite 203, Glendale, CA 91203; Tel (818)265-1020

DATE: 08/09/2023
(Fecha)

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) J. Nunez (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Charles Sweeny (SBN 325167)
LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

FILED
 Superior Court of California
 County of Los Angeles

08/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By: F. Sims Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

TANYA MARSHALL, MARIA ANDRADE,
 individually, and on behalf of other members
 of the general public similarly situated;

Plaintiffs,

vs.

WATTS HEALTHCARE CORPORATION,
 a California corporation; and DOES 1
 through 100, inclusive,

Defendants.

Case No.: 19STCV27737

Honorable Stuart M. Rice
 Department 1

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff TANYA MARSHALL (“Plaintiff MARSHALL”) and Plaintiff MARIA ANDRADE (“Plaintiff ANDRADE” and collectively with Plaintiff MARSHALL as “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff TANYA MARSHALL is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff MARIA ANDRADE is an individual residing in the State of California, County of Los Angeles.

7. Defendant WATTS HEALTHCARE CORPORATION, at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, Defendant WATTS HEALTHCARE CORPORATION was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants WATTS HEALTHCARE CORPORATION, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. Defendant WATTS HEALTHCARE CORPORATION and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of

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1 Plaintiffs and the other class members so as to make each of said Defendants employers liable
2 under the statutory provisions set forth herein.

3 **CLASS ACTION ALLEGATIONS**

4 13. Plaintiffs bring this action on their own behalf and on behalf of all other
5 members of the general public similarly situated, and, thus, seek class certification under
6 California Code of Civil Procedure section 382.

7 14. The proposed class is defined as follows:

8 All current and former hourly-paid or non-exempt employees who worked for
9 any of the Defendants within the State of California at any time during the
10 period from August 8, 2015 to final judgment and who reside in California.

11 15. Plaintiffs reserve the right to establish subclasses as appropriate.

12 16. The class is ascertainable and there is a well-defined community of interest in
13 the litigation:

14 a. Numerosity: The class members are so numerous that joinder of all class
15 members is impracticable. The membership of the entire class is
16 unknown to Plaintiffs at this time; however, the class is estimated to be
17 greater than fifty (50) individuals and the identity of such membership is
18 readily ascertainable by inspection of Defendants' employment records.

19 b. Typicality: Plaintiffs' claims are typical of all other class members' as
20 demonstrated herein. Plaintiffs will fairly and adequately protect the
21 interests of the other class members with whom they have a well-defined
22 community of interest.

23 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
24 each class member, with whom they have a well-defined community of
25 interest and typicality of claims, as demonstrated herein. Plaintiffs have
26 no interest that is antagonistic to the other class members. Plaintiffs'
27 attorneys, the proposed class counsel, are versed in the rules governing
28 class action discovery, certification, and settlement. Plaintiffs have

1 incurred, and during the pendency of this action will continue to incur,
2 costs and attorneys' fees, that have been, are, and will be necessarily
3 expended for the prosecution of this action for the substantial benefit of
4 each class member.

5 d. Superiority: A class action is superior to other available methods for the
6 fair and efficient adjudication of this litigation because individual joinder
7 of all class members is impractical.

8 e. Public Policy Considerations: Certification of this lawsuit as a class
9 action will advance public policy objectives. Employers of this great
10 state violate employment and labor laws every day. Current employees
11 are often afraid to assert their rights out of fear of direct or indirect
12 retaliation. However, class actions provide the class members who are
13 not named in the complaint anonymity that allows for the vindication of
14 their rights.

15 17. There are common questions of law and fact as to the class members that
16 predominate over questions affecting only individual members. The following common
17 questions of law or fact, among others, exist as to the members of the class:

18 a. Whether Defendants' failure to pay wages, without abatement or
19 reduction, in accordance with the California Labor Code, was willful;

20 b. Whether Defendants' had a corporate policy and practice of failing to
21 pay their hourly-paid or non-exempt employees within the State of
22 California for all hours worked and missed (short, late, interrupted,
23 and/or missed altogether) meal periods and rest breaks in violation of
24 California law;

25 c. Whether Defendants required Plaintiffs and the other class members to
26 work over eight (8) hours per day and/or over forty (40) hours per week
27 and failed to pay the legally required overtime compensation to Plaintiffs
28 and the other class members;

- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

18. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

1 19. Defendants, jointly and severally, employed Plaintiff MARSHALL as an
2 hourly-paid, non-exempt employee, from approximately February 2017 to approximately May
3 2017, in the State of California, County of Los Angeles.

4 20. Defendants, jointly and severally, employed Plaintiff ANDRADE as an hourly-
5 paid, non-exempt employee, from approximately September 2021 to approximately October
6 2021, in the State of California, County of Los Angeles.

7 21. Defendants hired Plaintiffs and the other class members, classified them as
8 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
9 missed meal periods and/or rest breaks.

10 22. Defendants had the authority to hire and terminate Plaintiffs and the other class
11 members, to set work rules and conditions governing Plaintiffs' and the other class members'
12 employment, and to supervise their daily employment activities.

13 23. Defendants exercised sufficient authority over the terms and conditions of
14 Plaintiffs' and the other class members' employment for them to be joint employers of
15 Plaintiffs and the other class members.

16 24. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
17 class members.

18 25. Defendants continue to employ hourly-paid or non-exempt employees within the
19 State of California.

20 26. Plaintiffs and the other class members worked over eight (8) hours in a day,
21 and/or forty (40) hours in a week during their employment with Defendants.

22 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
24 employees within the State of California. This pattern and practice involved, *inter alia*, failing
25 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
26 breaks in violation of California law.

27 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 knew or should have known that Plaintiffs and the other class members were entitled to receive

certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

29. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other class members all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

30. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a meal period was missed.

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class member's regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class members' regular rate of pay when a rest period was missed.

32. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

33. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

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1 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to receive
3 all wages owed to them during their employment. Plaintiffs and the other class members did
4 not receive payment of all wages, including overtime and minimum wages and meal and rest
5 period premiums, within any time permissible under California Labor Code section 204.

6 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and the other class members were entitled to receive
8 complete and accurate wage statements in accordance with California law, but, in fact, they did
9 not receive complete and accurate wage statements from Defendants. The deficiencies
10 included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and
11 the other class members.

12 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 knew or should have known that Defendants had to keep complete and accurate payroll records
14 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
15 not keep complete and accurate payroll records.

16 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Plaintiffs and the other class members were entitled to
18 reimbursement for necessary business-related expenses.

19 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that they had a duty to compensate Plaintiffs and the other class
21 members pursuant to California law, and that Defendants had the financial ability to pay such
22 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
23 represented to Plaintiffs and the other class members that they were properly denied wages, all
24 in order to increase Defendants' profits.

25 39. During the relevant time period, Defendants failed to pay overtime wages to
26 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
27 class members were required to work more than eight (8) hours per day and/or forty (40) hours
28 per week without overtime compensation for all overtime hours worked.

40. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs and the other class members.

41. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

42. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

43. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

44. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiffs and the other class members.

45. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiffs and the other class members.

46. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

47. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

48. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

49. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 48, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 50. California Labor Code section 1198 and the applicable Industrial Welfare
2 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
3 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
4 rate of pay, depending on the number of hours worked by the person on a daily or weekly
5 basis.

6 51. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiffs and the other class members employed by Defendants, and
8 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
9 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
10 than forty (40) hours in a workweek.

11 52. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
13 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

14 53. California Labor Code section 510 codifies the right to overtime compensation
15 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
16 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
17 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
18 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
19 of work.

20 54. During the relevant time period, Plaintiffs and the other class members worked
21 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

22 55. During the relevant time period, Defendants intentionally and willfully failed to
23 pay overtime wages owed to Plaintiffs and the other class members.

24 56. Defendants’ failure to pay Plaintiffs and the other class members the unpaid
25 balance of overtime compensation, as required by California laws, violates the provisions of
26 California Labor Code sections 510 and 1198, and is therefore unlawful.

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57. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

58. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 57, and each and every part thereof with the same force and effect as though fully set forth herein.

59. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

60. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

61. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

62. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

63. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

64. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

65. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

66. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

67. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

68. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

69. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

1 70. At all times herein set forth, the applicable IWC Wage Order and California
2 Labor Code section 226.7 were applicable to Plaintiffs’ and the other class members’
3 employment by Defendants.

4 71. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any rest period mandated by an applicable
6 order of the California IWC.

7 72. At all relevant times, the applicable IWC Wage Order provides that “[e]very
8 employer shall authorize and permit all employees to take rest periods, which insofar as
9 practicable shall be in the middle of each work period” and that the “rest period time shall be
10 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
11 hours or major fraction thereof” unless the total daily work time is less than three and one-half
12 (3 ½) hours.

13 73. During the relevant time period, Defendants required Plaintiffs and other class
14 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
15 rest period per each four (4) hour period worked.

16 74. During the relevant time period, Defendants willfully required Plaintiffs and the
17 other class members to work during rest periods and failed to pay Plaintiffs and the other class
18 members the full rest period premium for work performed during rest periods.

19 75. During the relevant time period, Defendants failed to pay Plaintiffs and the other
20 class members the full rest period premium due pursuant to California Labor Code section
21 226.7.

22 76. Defendants’ conduct violates applicable IWC Wage Orders and California
23 Labor Code section 226.7.

24 77. Pursuant to the applicable IWC Wage Orders and California Labor Code section
25 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
26 additional hour of pay at the employees’ regular hourly rate of compensation for each work
27 day that the rest period was not provided.

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FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

78. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 77, and each and every part thereof with the same force and effect as though fully set forth herein.

79. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

80. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

81. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

82. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

83. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

84. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set forth herein.

85. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

86. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

87. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

88. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

89. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

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SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

90. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though fully set forth herein.

91. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

92. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

93. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

94. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

95. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

97. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

98. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to, the failure to include the total number of hours worked by Plaintiffs and the other class members.

99. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

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100. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

101. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

102. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

104. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

105. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

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106. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

107. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

108. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

109. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

110. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

111. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

112. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against WATTS HEALTHCARE CORPORATION and DOES 1 through 100)

113. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

114. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

115. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

116. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

117. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

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118. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

119. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences August 8, 2015; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

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

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records

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for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

1 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure section 1021.5;

3 57. For injunctive relief to ensure compliance with this section, pursuant to
4 California Business and Professions Code sections 17200, et seq.; and

5 58. For such other and further relief as the Court may deem just and proper.

6 Dated: August 3, 2023

LAWYERS for JUSTICE, PC



By: _____

Charles Sweeny
Attorneys for Plaintiffs