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10 CRYSTAL BRAVO

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN DIEGO**

14 CRYSTAL BRAVO, an individual, for the real
15 party in interest, the State of California,

16 Plaintiff,

17 vs.

18 APRIA HEALTHCARE LLC; and DOES 1
19 through 50,

20 Defendants.
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

12/26/2023 at 10:24:21 AM

Clerk of the Superior Court
By Isaiah Irizarry, Deputy Clerk

Case No. 37-2023-00055806-CU-OE-CTL

REPRESENTATIVE ACTION

**COMPLAINT FOR VIOLATIONS OF THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code Section 2698 *et seq.*)**

1 Plaintiff CRYSTAL BRAVO (“Plaintiff”), in her capacity as the State of California’s
2 designated proxy under the Private Attorneys General Act (“PAGA”), and on behalf of other current
3 and former California non-exempt employees alleges the following:

4 **NATURE OF THE ACTION**

5 1. Pursuant to the PAGA, incorporated in Labor Code sections 2698, 2699 *et seq.*,
6 Plaintiff brings this representative action against Defendants APRIA HEALTHCARE LLC
7 (“APRIA”) and DOES 1 through 50 (all defendants are hereinafter collectively referred to as
8 “Defendants”) for wage and hour violations of the California Labor Code and the applicable Industrial
9 Welfare Commission Wage Order (the “IWC Wage Order”).

10 2. Pursuant to Labor Code section 2699 *et seq.*, any provision of the Labor Code that
11 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
12 Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees
13 for violation of the code may, as an alternative, be recovered through a civil action brought by an
14 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
15 to the procedures specified in Labor Code section 2699.3.

16 3. Through this representative action, Plaintiff seeks to recover civil penalties under the
17 PAGA. No class certification is required. (*Arias v. Superior Court* (2009) 46 Cal.4th 969.)

18 **JURISDICTION AND VENUE**

19 4. Pursuant to Article VI, section 10 of the California Constitution, subject matter
20 jurisdiction is proper in the Superior Court of California, County of San Diego, State of California
21 because Plaintiff alleges claims arising under California law.

22 5. This Court has jurisdiction over Defendants because each is believed to be an
23 association, corporation, business entity, or individual that conducts substantial business in the State
24 of California, County of San Diego.

25 6. This Court has jurisdiction over Plaintiff’s claim for civil penalties under the PAGA.

26 7. Pursuant to California Code of Civil Procedure section 395, venue is proper in the
27 Superior Court of California for the County of San Diego because this is where some of the wrongful
28 misconduct alleged herein occurred.

THE PARTIES

8. The State of California is the real party in interest in a PAGA action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81. [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”].)

9. Defendants provide and deliver home healthcare equipment and related services across the USA.

10. Plaintiff worked for, and was employed by Defendants in California from 2020 until 2023.

11. Plaintiff worked as a customer service specialist and dispatcher for Defendants during which time she was paid hourly and was considered non-exempt, and was subject to Defendants’ Employee Handbook for California. Defendants’ Employee Handbook provided uniform company-wide policies and practices that governed Plaintiff and all other non-exempt employees’ employment for Defendants in California.

12. Pursuant to Labor Code section 2699(c), Plaintiff is an “aggrieved employee” because she was employed by Defendants and had one or more of the alleged violations committed against her, and therefore is properly suited to act on behalf the state, and collect civil penalties for all violations committed against current and former employees, who are also aggrieved employees.

13. Specifically, Plaintiff suffered from Defendants’ violations of Labor Code sections 201, 202, 203, 204, 226, 226(a), 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(6), 226(a)(9), 226.7, 226.7(b), 226.7(c), 246, 246(l), 510, 512, 1194, 1197, 1198, and 2802.

14. Plaintiff brings this action on behalf of Defendants’ current and former non-exempt California employees who worked for Defendants from October 19, 2022 until trial (“Representative Employees”) that suffered from any one of the alleged violations in this Complaint. (*Huff v. Securitas Sec. Servs. USA, Inc.* (2018) 23 Cal. App. 5th 745, 753 [“An Employee Affected By at Least One Labor Code Violation May Pursue Penalties on Behalf of the State for Unrelated Violations By the Same Employer.”].)

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1 15. The true names and capacities, whether individual, corporate, associate or otherwise
2 of the Defendant named herein as DOES 1 through 50, are unknown to Plaintiff at this time. Plaintiff
3 therefore sues said Defendants by such fictitious names pursuant to California Code of Civil
4 Procedure section 474. Plaintiff will seek leave to amend the operative complaint (“Complaint”) to
5 allege the true names and capacities of DOES 1 through 50 when their names are ascertained. Plaintiff
6 is informed and believes, and based thereon allege, that each of the DOE Defendants is in some
7 manner liable to Plaintiff for the events and actions alleged herein.

8 16. Plaintiff is informed and believes, and based thereon alleges, that at all times, each
9 Defendant was acting as an agent, joint venturer, integrated enterprise and/or alter ego for each of the
10 other defendants and each were co-conspirators with respect to the acts and the wrongful conduct
11 alleged herein so that each is responsible for the acts of the other in connection with the conspiracy
12 and in proximate connection with the other defendants.

13 17. At all material times, Defendants were and/or are employers or persons acting on
14 behalf of employers, under California law, the IWC Wage Order, and the Labor Code, including Labor
15 Code sections 558 and 558.1 and thus are jointly and severally liable for the violations alleged herein
16 and any amounts awarded and/or recoverable as a result of this action.

17 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

18 18. On October 19, 2023, Plaintiff, via counsel, provided the statutorily required notice to
19 the LWDA (“PAGA Notice”), indicating that Plaintiff intends to pursue claims against Defendants
20 for violations of the Labor Code on behalf of herself and Representative Employees pursuant to the
21 PAGA.

22 19. On October 19, 2023, Plaintiff, via counsel, sent a copy of the PAGA Notice to
23 Defendant APRIA.

24 20. The statutory period expired since Plaintiff provided the PAGA Notice to the LWDA
25 and the LWDA did not serve Plaintiff with a notice of its intent to assume jurisdiction over the
26 applicable penalty claims and did not provide notice as set forth in Labor Code section
27 2699.3(a)(2)(A). As such, Plaintiff has exhausted the administrative requirements under the PAGA.

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1 **PAGA REPRESENTATIVE ACTION CLAIMS**

2 21. California law provides that an aggrieved employee may file a representative action
3 under the PAGA against an employer for violations of the Labor Code and Wage Order.

4 22. Defendants' Employee Handbook provided uniform company-wide policies and
5 practices that governed Plaintiff and Representative Employees' employment for Defendants in
6 California.

7 23. As alleged below, current and former non-exempt employees of Defendants in
8 California, including Plaintiff, were subject to systemic and company-wide wage and hour violations
9 by Defendants, specifically by Defendants' violation of Labor Code sections 201, 202, 203, 204, 226,
10 226(a), 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(6), 226(a)(9), 226.7, 226.7(b), 226.7(c), 246, 246(l),
11 510, 512, 1194, 1197, 1198, and 2802.

12 **FIRST CAUSE OF ACTION**

13 **(Representative Claim for Civil Penalties Under the PAGA for violations of Labor Code**

14 **Sections 246 and 246(l) against all Defendants)**

15 24. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set
16 forth herein.

17 25. Under Labor Code sections 246, 246(a), 246(b), and 246(c) employers in California
18 must provide employees with paid sick leave.

19 26. Under Labor Code sections 246 and 246(l), employers in California must provide
20 employees with paid sick leave to be paid at a specified rate of pay which must factor in additional
21 earnings during a given pay period wherein such leave is used.

22 27. During their employment, Plaintiff and Representative Employees earned additional
23 nondiscretionary compensation, including but not limited to shift differentials, bonuses and awards.

24 28. Defendants failed to pay Plaintiff and Representative Employees all sick leave wages
25 in accordance with Labor Code section 246(l) because Defendants have a systemic company-wide
26 payroll deficiency that resulted in the issuance of sick leave to all Representative Employees in
27 California at an incorrect rate of pay.

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1 29. Defendants systemically and categorically failed to include all compensation earned
2 (e.g. bonuses, shift differentials, on call payments, driver safe bonuses, commissions, service earnings,
3 and/or incentives) during a given period when determining the appropriate rate of pay for sick leave
4 wages as required by Labor Code sections 246 and 246(l), resulting in the underpayment of wages.

5 30. During Plaintiff's employment, Defendants issued sick leave to Plaintiff at her base
6 rate of pay rather than her higher blended rate of pay.

7 31. Defendants' failure to issue sick leave at the rate mandated by Labor Code section
8 246(l) was systemic and company-wide in California, thereby resulting in the underpayment of wages
9 to Plaintiff and Representative Employees.

10 32. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
11 Labor Code sections 246 and 246(l).

12 33. Aggrieved Employees are permitted to use the PAGA to enforce California's Healthy
13 Workplaces Healthy Families Act. (*Wood v. Kaiser Found. Hosps.* (2023) 88 Cal.App.5th 742, 748.)

14 34. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil
15 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
16 and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for
17 all Labor Code provisions for which a civil penalty is not specifically provided.

18 35. Plaintiff is seeking civil penalties against Defendants under Labor Code section
19 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an
20 amount to be shown according to proof.

21 36. Pursuant to Labor Code section 248.5, if applicable herein, Plaintiff seeks to recover
22 attorney's fees, costs, equitable relief in the form of civil penalties, in an amount to be shown
23 according to proof.

24 37. Pursuant to the PAGA, Labor Code section 2699(g), or any other applicable statute,
25 Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an
26 amount to be shown according to proof.

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**(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code
Sections 512 and 226.7(b) against all Defendants)**

38. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

39. Under Labor Code section 512, an employer must provide a meal period of at least 30 minutes if the employee works more than five hours. California Labor Code section 512 requires a first meal period no later than the end of an employee's fifth hour of work [...]” (*Brinker v. Super. Ct.* (2012) 53 Cal.4th 1004.)

40. Labor Code section 226.7(b) prohibits an employer from requiring an employee to work during a meal or rest period.

41. Defendants did not always relieve Plaintiff and Representative Employees for
ant meal periods under California law. This was due, in part, to the demanding nature of the
understaffing, and the time sensitivity of assigned tasks, duties, and obligations during working

42. Plaintiff was required to meet Defendants' strict quotas and deadlines, and as a result, Defendants failed to relieve Plaintiff of her duties such that she could take compliant meal breaks.

43. Defendants' time records for Plaintiff reflect numerous noncompliant meal periods. In period case, an employer's "[t]ime records showing noncompliant meal periods raise a ble presumption of meal period violations." (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th)

44. Defendants' failure to relieve Plaintiff for meal periods is a systemic company-wide practice that affected Representative Employees in California.

45. During all times relevant to this action, Defendants failed to provide Plaintiff and Representative Employees with compliant meal periods in violation of Labor Code sections 512, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

46. Defendants failed to issue meal premiums at the regular rate of pay in violation of Code section 226.7(c).

47. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 512, 226.7(b), 226.7(c), and the IWC Wage Order.

48. Labor Code section 558 imposes upon Defendants, and each of them, civil penalties of fifty dollars (\$50) per pay period, per aggrieved employee for initial violations, and one hundred dollars (\$100) per pay period, per aggrieved employee for subsequent violations.

49. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

50. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 558, the IWC Wage Order, and/or any other applicable statute allowing recovery of civil penalties under the PAGA as alleged herein in an amount to be shown according to proof.

51. Pursuant to the PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

THIRD CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code
Section 226.7(b) against all Defendants)**

52. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

53. Rest periods under California labor law and the relevant Wage Order are required for non-exempt employees who work three and a half (3 1/2) or more hours in a day. Employees are entitled to ten (10) minutes of rest period for each four (4) hours, or a substantial fraction thereof, that they work in a day.

54. Labor Code section 226.7(b) prohibits an employer to require an employee to work during a rest period and provides that an employee must be paid a wage for doing so.

55. Defendants failed to provide Plaintiff and Representative Employees with proper rest periods in violation of Labor Code section 226.7(b) and the IWC Wage Order.

1 56. Defendants did not always relieve Plaintiff and Representative Employees for
2 compliant rest periods under California law. This was due, in part, to the demanding nature of the
3 work, understaffing, and the time sensitivity of assigned tasks, duties, and obligations during working
4 hours.

5 57. Plaintiff was required to meet Defendants' strict quotas and deadlines, and as a result,
6 Defendants failed to relieve Plaintiff of her duties such that she could take compliant rest breaks.

7 58. Defendants' time records for Plaintiff do not reflect any rest periods taken, or
8 certifications and/or attestations that Plaintiff had a timely opportunity to take the rest periods she was
9 entitled to during her shifts.

10 59. Defendants' failure to relieve Plaintiff for rest periods is a systemic company-wide
11 practice that affected Representative Employees in California.

12 60. Defendants failed to provide Plaintiff and Representative Employees with proper rest
13 periods in violation of Labor Code section 226.7(b) and the IWC Wage Order.

14 61. Defendants failed to issue rest premiums at the regular rate of pay in violation of Labor
15 Code section 226.7(c).

16 62. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
17 the rest break provision in Labor Code section 226.7(b) and the IWC Wage Order.

18 63. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil
19 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
20 and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for
21 all Labor Code provisions for which a civil penalty is not specifically provided.

22 64. Plaintiff is seeking civil penalties against Defendants under Labor Code section
23 2699(f), the IWC Wage Order, and/or any other applicable statute allowing recovery of civil penalties
24 under the PAGA as alleged herein in an amount to be shown according to proof.

25 65. Pursuant to the PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover
26 reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown
27 according to proof.

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1 **FOURTH CAUSE OF ACTION**

2 **(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code**
3 **Sections 510 and 1198 against all Defendants)**

4 66. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set
5 forth herein.

6 67. Eight hours of labor constitutes a day's work, and any work in excess of 8 hours in 1
7 workday, any work in excess of 40 hours in any one workweek, and for the first 8 hours worked on
8 the 7th consecutive day of work in a workweek, shall be compensated at the rate of no less than one-
9 and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
10 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. (Labor
11 Code § 510 and IWC Wage Order.)

12 68. Defendants failed to provide Plaintiff and Representative Employees with overtime
13 pay at the regular rate of pay. By way of one example, Defendants failed to include all compensation
14 earned (e.g. bonuses, shift differentials, on call payments, driver safe bonuses, commissions, service
15 earnings, and/or incentives) during a given period when determining the regular rate of pay, resulting
16 in the underpayment of wages.

17 69. By way of another example, Defendants failed to properly incorporate Plaintiff's shift
18 differential earnings of \$14.69 when computing Plaintiff's regular rate of pay for purposes of issuing
19 overtime and double-time during the pay period spanning 5/15/2023 to 5/28/2023.

20 70. By way of another example, Defendants failed to properly incorporate Plaintiff's bonus
21 of \$500.00 when computing Plaintiff's regular rate of pay for purposes of issuing overtime and
22 double-time during the pay period spanning 5/15/2023 to 5/28/2023.

23 71. Defendants' failure to compensate Plaintiff for overtime at the mandated regular rate
24 of pay is a systemic company-wide issue that affected Representative Employees in California.

25 72. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
26 Labor Code sections 510, 1198, and the IWC Wage Order.

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73. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

74. Pursuant to Labor Code section 558, any employer or other person acting on behalf of an employer who violates, or causes to be violated, Labor Code sections 500 to 558.1 or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty. Specifically, Labor Code section 558 imposes upon Defendants, and each of them, penalties of fifty hundred dollars (\$50) per pay period, per aggrieved employee for initial violations, and one hundred dollars (\$100) per pay period, per aggrieved employee for subsequent violations.

75. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

76. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

FIFTH CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for violations of Labor Code
Sections 1194 and 1197 against all Defendants)**

77. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

78. Labor Code section 1194, allows workers who get paid less than the legal minimum wage or legal overtime pay to sue their employer for back pay plus interest, reasonable attorney's fees, and court costs.

79. Under Labor Code section 1197, an employer is required to pay its employees the proper minimum wages for all hours worked.

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1 80. Defendants failed to properly provide Plaintiff and Representative Employees with at
2 least minimum wages for all hours worked. Defendants' employees would work many hours without
3 getting compensated for the hours worked and/or not paid the correct minimum wages for all hours
4 worked in violation of Labor Code section 1197. By way of example, Defendants would not
5 compensate Plaintiff for working/communicating with staff while off the clock, working during
6 unpaid meal breaks, and time spent completing/addressing work duties before or after clocking out.

7 81. Defendants' failure to compensate Plaintiff for working off-the-clock is a systemic
8 company-wide issue that affected Representative Employees in California.

9 82. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
10 Labor Code section 1197.

11 83. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil
12 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
13 and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for
14 all Labor Code provisions for which a civil penalty is not specifically provided.

15 84. Plaintiff is seeking civil penalties against Defendants under Labor Code sections
16 2699(f), 558, the IWC Wage Order, and/or any other applicable statute allowing recovery of civil
17 penalties under the PAGA as alleged herein in an amount to be shown according to proof.

18 85. Pursuant to the PAGA, or Labor Code section 2699(g), Plaintiff seeks to recover
19 reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown
20 according to proof.

21 **SIXTH CAUSE OF ACTION**

22 **(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code** 23 **Section 226(a)(1) against all Defendants)**

24 86. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set
25 forth herein.

26 87. Labor Code section 226(a)(1) requires wage statements that an employer issues to its
27 employees accurately state the gross wages earned.

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88. Defendants failed to accurately state the gross wages on the wage statements it issued to Plaintiff and Representative Employees in violation of Labor Code section 226(a)(1). By way of one example, the wage statements Defendants issued to Plaintiff failed to include the accurate amount of gross wages, including, but not limited to, sick pay wages, meal/rest premium wages, and/or overtime wages.

89. Because Defendants' payroll practices in California are uniform, Defendants' failure to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue that affected Representative Employees in California.

90. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a)(1).

91. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

92. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

93. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

SEVENTH CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code
Section 226(a)(2) against all Defendants)**

94. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

95. Labor Code section 226(a)(2) requires wage statements that an employer issues its employees to accurately state the total hours worked.

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96. Defendants failed to accurately state the total hours worked on the wage statements it issued to Plaintiff and Representative Employees in violation of Labor Code section 226(a)(2). As a result, Defendants' wage statements reflect an inaccurate and unintelligible total hours worked line itemization.

97. Because Defendants' payroll practices in California are uniform, Defendants' failure to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue that affected Representative Employees in California.

98. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a)(2).

99. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

100. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

101. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

EIGHTH CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code
Section 226(a)(5) against all Defendants)**

102. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

103. Labor Code section 226(a)(5) requires wage statements that an employer issues to its employees accurately state the net wages earned.

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104. Defendants failed to accurately state the net wages on the wage statements it issued to Plaintiff and Representative Employees in violation of Labor Code section 226(a)(5). By way of one example, the wage statements Defendants issued to Plaintiff failed to include the accurate amount of net wages, including, but not limited to, sick pay wages, meal/rest premium wages, and/or overtime wages.

105. Because Defendants' payroll practices in California are uniform, Defendants' failure to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue that affected Representative Employees in California.

106. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a)(5).

107. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

108. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

109. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

NINTH CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for violations of Labor Code
Sections 226(a)(6) against all Defendants)**

110. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

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1 111. Under Labor Code section 226(a)(6), employers in California (a) shall furnish to his
2 or her employee, either as a detachable part of the check, draft, or voucher paying the employee's
3 wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in
4 writing showing [...] (6) the inclusive dates of the period for which the employee is paid.

5 112. Defendants did not furnish wage statements to Plaintiff and Representative Employees
6 in compliance with Labor Code section 226(a)(6). By way of example, Defendants issued Plaintiff a
7 wage statement on 6/02/2023, for the Period Beginning date of 5/15/2023 and Period Ending date of
8 5/28/2023, that reflects entries under the Earnings column which appear to itemize the respective
9 earnings on a weekly basis. Yet these earning entries fail to refer to the corresponding week within
10 the bi-weekly pay period for purposes of identifying the regular, overtime, and other applicable
11 weekly earnings that Defendants itemize on a weekly basis. Thus, Defendants failed to accurately list
12 the inclusive dates of the weekly periods for which Plaintiff was paid in violation of Labor Code
13 section 226(a)(6).

14 113. Because Defendants' payroll practices in California are uniform, Defendants' failure
15 to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue that
16 affected Representative Employees in California.

17 114. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
18 Labor Code sections 226(a)(6).

19 115. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil
20 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
21 and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for
22 all Labor Code provisions for which a civil penalty is not specifically provided.

23 116. Plaintiff is seeking civil penalties against Defendants under Labor Code section
24 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an
25 amount to be shown according to proof.

26 117. Pursuant to the PAGA, Labor Code section 2699(g), or any other applicable statute,
27 Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an
28 amount to be shown according to proof.

1 **TENTH CAUSE OF ACTION**

2 **(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code**
3 **Section 226(a)(9) against all Defendants)**

4 118. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
5 set forth herein.

6 119. Labor Code section 226(a)(9) requires wage statements that an employer issues its
7 employees to accurately state all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee.

9 120. Defendants failed to provide Plaintiff and Representative Employees the applicable
10 hourly rates in effect during the pay period and the corresponding number of hours worked at each
11 hourly rate by the employee in violation of Labor Code section 226(a)(9). By way of one example,
12 the rates/hours for sick pay, meal/rest premiums, and overtime are inaccurately itemized on the wage
13 statement Defendants issued to Plaintiff.

14 121. By way of another example, Defendants issued Plaintiff a wage statement on
15 6/02/2023, for the Period Beginning date of 5/15/2023 and Period Ending date of 5/28/2023, that
16 reflects entries under the Earnings column which appear to itemize the respective earnings on a weekly
17 basis. Yet these earning entries fail to refer to the corresponding week within the bi-weekly pay period
18 for purposes of identifying the regular, overtime, and other applicable weekly earnings that
19 Defendants itemizes on a weekly basis. Thus, Defendants failed to comply with Labor Code section
20 226(a)(9).

21 122. Because Defendants' payroll practices in California are uniform, Defendants' failure
22 to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue that
23 affected Representative Employees in California.

24 123. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
25 Labor Code section 226(a)(9).

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124. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

125. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

126. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

ELEVENTH CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code
Section 226(a) against all Defendants)**

127. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

128. Under Labor Code section 226(a) an employer must either keep a duplicate of the wage statement provided to an employee or a computer-generated record that accurately shows all of the information required under 226(a)(1) through (a)(9).

129. Defendants failed to keep records required under Labor Code section 226(a). By way of example, the copies of Plaintiff's payroll records that Defendants produced to Plaintiff do not include the accurate gross and net wages, total hours worked, and applicable hourly rates and corresponding hours worked.

130. Because Defendants' payroll practices in California are uniform, Defendants' failure to maintain accurate itemized wage statements for Plaintiff is a systemic company-wide issue that affected Representative Employees in California.

131. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a).

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132. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

133. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

134. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

TWELFTH CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code
Section 204 against all Defendants)**

135. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

136. Labor Code section 204 imposes an obligation of timely payment of wages upon California employers.

137. Defendants violated Labor Code section 204 because they failed to timely pay their employees all earned wages during an applicable pay period. By way of one example, Defendants failed to pay all earned wages, including, but not limited to, sick pay wages, meal/rest premium wages, and overtime wages in a timely manner as required under Labor Code section 204.

138. Defendants' failure to timely pay Plaintiff all wages due and owing is a systemic company-wide issue that affected Representative Employees in California.

139. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 204.

140. Labor Code section 210 imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations.

141. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

142. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 210, 2699(f), and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

143. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

THIRTEENTH CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code
Sections 201, 202, and 203 against all Defendants)**

144. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

145. Under Labor Code section 201, if an employee is discharged by his/her employer, the wages earned and unpaid at the time of discharge are due and payable immediately.

146. Under Labor Code section 202, if on the other hand, “an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

147. Labor Code section 203 provides, in pertinent part: “If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ...”

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148. Plaintiff and Representative Employees did not receive all wages upon termination or separation of employment. By way of one example, Plaintiff and Representative Employees were owed wages, including, but not limited to, sick pay wages, meal/rest premium wages, and overtime wages. To this date, Defendants have not paid Plaintiff and Representative Employees all wages due to them upon their termination of or separation from employment.

149. Defendants' failure to pay Plaintiff all wages due and owing at the time of her separation from employment is a systemic company-wide issue that affected Representative Employees in California that were terminated or separated from employment.

150. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 201, 202, and 203.

151. Labor Code section 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

152. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f), and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

153. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

FOURTEENTH CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for violations of Labor Code
Sections 2802 against all Defendants)**

154. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

155. Labor Code section 2802(a) states that an employer must reimburse employees “for all necessary expenditures” incurred by the employee in “direct consequence of the discharge of his or her duties.”

1 156. Defendants violated Labor Code section 2802. Plaintiff was required to use her cell
2 phone and purchase services such as internet services in discharge of her duties and for the benefit of
3 Defendants. Plaintiff and Representative Employees incurred expenses as a result of using their
4 cellular, internet data, and electric services, in discharge of their duties for Defendants. Defendants
5 failed to adequately reimburse Plaintiff and Representative Employees for these necessary
6 expenditures.

7 157. Defendants' failure to reimburse Plaintiff for all necessary expenditures incurred in
8 discharge of her duties is a systemic company-wide issue that affected Representative Employees in
9 California.

10 158. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
11 Labor Code section 2802.

12 159. Labor Code section 2699 (f) imposes upon Defendants, and each of them, civil
13 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations,
14 and two hundred dollars (\$200) per pay period per aggrieved employee for subsequent violations for
15 all Labor Code provisions for which a civil penalty is not specifically provided.

16 160. Plaintiff is seeking civil penalties against Defendants under Labor Code section
17 2699(f), and/or any other applicable statute allowing recovery of civil penalties under the PAGA in
18 an amount to be shown according proof.

19 161. Pursuant to the PAGA, and/or Labor Code section 2699(g), Plaintiff seeks to recover
20 reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown
21 according to proof.

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1. An award of civil penalties pursuant to the PAGA and/or other applicable laws;
2. An award of reasonable attorney's fees, costs, and filing fees paid to the LWDA pursuant to the PAGA, California Labor Code section 2699(g), and/or other applicable law;
3. Post-judgment interest as provided by law; and
4. Such other and further relief that the Court may deem just and proper.

THE JAMI LAW FIRM P.C.

By: 
 Tamim Jami
 Attorney for Plaintiff
 CRYSTAL BRAVO