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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE
02/16/2024
STEPHANIE CAMERON, CLERK
Nay Saelee, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

14 LUCI GILLESPIE and ILEANA
15 SUASTEGUI, on behalf of themselves and all
16 others similarly situated,
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18 Plaintiffs,
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20 v.
21 PLUM HEALTHCARE GROUP, LLC, a
22 California limited liability company; and
23 DOES 1-100, inclusive,
24
25 Defendants.

Case No. VCU285376
**STIPULATION TO FILE
CONSOLIDATED COMPLAINT FOR
SETTLEMENT PURPOSES;
[PROPOSED] ORDER**

Judge: Hon. Bret Hillman
Dept.: 7

Complaint Filed: December 17, 2020
Trial Date: None Set

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1 Plaintiffs Luci Gillespie, Ileana Suastegui, Trevor Harding, Esther Corona, Joselito Guerrero,
2 and Mildred Arriaga (collectively “Plaintiffs”) and Defendants Plum Healthcare Group, LLC
3 (“Plum”); Flax Holdings, LLC d/b/a River Valley Care Center (“Flax”); Gladiolus Holdings, LLC
4 d/b/a The Pines at Placerville Healthcare Center (“Gladiolus”); Jujube Holdings, LLC d/b/a
5 Sunnyvale Post-Acute Center (“Jujube”); Douglas Fir Holdings, LLC d/b/a Huntington Valley
6 Healthcare Center (“Douglas Fir”); Olive Holdings, LLC d/b/a Aviara Healthcare Center (“Olive”);
7 and Rosebud Holdings, LLC d/b/a Western Slope Health Center (“Rosebud”) (collectively
8 “Defendants”), by and through their counsel of record, hereby stipulate to the filing of the
9 Consolidated Class and PAGA Complaint, attached hereto as Exhibit A.

10 The Consolidated Class and PAGA Complaint will consolidate the above-captioned case and
11 the following cases (collectively, the “Actions”), inclusive of all named Plaintiffs and Defendants:

- 12 1. *Gillespie v. Flax Holdings, LLC d/b/a River Valley Care Center*, Case No. CVCS22-
13 0001058 (Sutter Superior Court) (“Sutter Class Action”);
- 14 2. *Suastegui v. Plum Healthcare Group, LLC*, Case No. RG21092158 (Alameda
15 Superior Court) (“Suastegui PAGA Action”);
- 16 3. *Gillespie v. Flax Holdings, LLC d/b/a River Valley Care Center*, Case No.
17 RG21093104 (Alameda Superior Court) (“Gillespie PAGA Action”);
- 18 4. *Harding v. Plum Healthcare Group, LLC, et al.*, Case No. RG21097877 (Alameda
19 Superior Court) (“Harding PAGA Action”);
- 20 5. *Corona v. Jujube Holdings, LLC d/b/a Sunnyvale Post-Acute Center, et al.*, Case No.
21 RG21111905 (Alameda Superior Court) (“Corona PAGA Action”);
- 22 6. *Guerrero v. Douglas Fir Holdings, LLC d/b/a Huntington Valley Healthcare Center,*
23 *et al.*, Case No. RG21111952 (Alameda Superior Court) (“Guerrero PAGA Action”);
- 24 7. *Arriaga v. Plum Healthcare Group, LLC, et al.*, Case No. 22CV006835 (Alameda
25 Superior Court) (“Arriaga PAGA Action”).

26 Plaintiffs and Defendants (collectively, the “Parties”) stipulate and agree as follows:

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1 1. Plaintiffs Gillespie and Suastegui filed this case, which asserts claims on an individual
2 and putative class basis against Plum for alleged violations of California wage and hour laws, on
3 December 17, 2020.

4 2. Plaintiff Gillespie filed the Sutter Class Action, which asserts claims on an individual
5 and putative class basis against Flax for alleged violations of California wage and hour laws, on
6 December 14, 2020.

7 3. Plaintiff Suastegui filed the Suastegui PAGA Action, which asserts claims on
8 California Labor Code Private Attorneys General Act (“PAGA”) basis against Plum for alleged
9 violations of California wage and hour laws, on March 18, 2021.

10 4. Plaintiff Gillespie filed the Gillespie PAGA Action, which asserts claims on PAGA
11 basis against Flax for alleged violations of California wage and hour laws, on March 25, 2021.

12 5. Plaintiff Harding filed the Harding PAGA Action, which asserts claims on PAGA basis
13 against Plum, Gladiolus, and Rosebud for alleged violations of California wage and hour laws, on
14 May 5, 2021.

15 6. Plaintiff Corona filed the Corona PAGA Action, which asserts claims on PAGA basis
16 against Jujube and Plum for alleged violations of California wage and hour laws, on September 1,
17 2021.

18 7. Plaintiff Guerrero filed the Guerrero PAGA Action, which asserts claims on PAGA
19 basis against Douglas Fir and Plum for alleged violations of California wage and hour laws, on
20 September 1, 2021.

21 8. Plaintiff Arriaga filed the Arriaga PAGA Action, which asserts claims on PAGA basis
22 against Olive and Plum for alleged violations of California wage and hour laws, on February 10, 2022.

23 9. The Parties engaged in extensive motion practice, as well as considerable formal and
24 informal discovery, in the Actions. Ultimately, the Parties agreed to a global mediation of the Actions.
25 The Parties conducted two mediation sessions with Jeffrey Krivis on March 30, 2023 and on May 16,
26 2023, which led to a global settlement that will resolve all of the claims in the Actions.

27 10. The Parties executed the Settlement Agreement (“Settlement”), which resolves all of
28 the claims in the Actions, and Plaintiffs concurrently file the motion for preliminary approval of the

1 Settlement herewith.

2 11. The Parties agree that the Actions shall be consolidated for purposes of settlement and
3 seeking court approval.

4 12. Plaintiffs will dismiss the other Actions (besides this case) without prejudice. The
5 Parties agree that, should this Court not grant final approval of the Settlement, Plaintiffs shall be able
6 to refile those Actions without prejudice and all claims shall relate back to the original filing date of
7 each respective Action. The Parties further agree that, if this Court does not grant final approval of
8 the Settlement, then the cases will not be consolidated for any other purpose.

9 13. The Parties agree that the Consolidated Class and PAGA Complaint, attached hereto
10 as **Exhibit A**, shall be the Consolidated Complaint for the Actions.

11 14. The Parties agree that Defendants shall not be required to file further responsive
12 pleadings to the Consolidated Class and PAGA Complaint.

13 15. The Parties submit that there is good cause to grant Plaintiffs leave to file the proposed
14 Consolidated Class and PAGA Complaint, as doing so will bring Plaintiffs' California Labor Code
15 claims into a single action and will allow a single Court to review and approve the proposed settlement
16 of claims on a class and PAGA basis, resulting in efficiency and judicial economy for the Court and
17 the Parties.

18 16. By stipulating to the filing of the Consolidated Class and PAGA Complaint,
19 Defendants represent only that amendment of the Complaint at this juncture in the litigation is
20 consistent with applicable law regarding the amendment of pleadings, and explicitly do not concede
21 the validity of any allegations, theories, or claims contained therein, nor the validity or legal
22 sufficiency of the proposed class or representative group.

23 NOW THEREFORE, IT IS HEREBY AGREED that Plaintiffs should be granted leave to
24 amend to file the proposed Consolidated Class and PAGA Complaint and that the Actions shall be
25 consolidated for purposes of settlement, pursuant to the terms and conditions set forth herein, and
26 subject to the approval of this Court.


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IT IS SO STIPULATED.

Respectfully submitted,



Dated: February 8, 2024

Carolyn H. Cottrell
Caroline N. Cohen
Scott L. Gordon
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

Edwin Aiwazian
LAWYERS FOR JUSTICE PC

Attorneys for Plaintiffs, the Putative Class, the State of California, and Aggrieved Employees

Dated: 01/30/24



Grace Y. Horoupian
Victor Xu
Kristina Buan
FISHER & PHILLIPS LLP

Attorneys for Defendants

1 **PROPOSED ORDER**

2 Plaintiffs Luci Gillespie, Ileana Suastegui, Trevor Harding, Esther Corona, Joselito Guerrero,
3 and Mildred Arriaga (collectively “Plaintiffs”), individually, and on behalf of all others similarly
4 situated, and Defendants Plum Healthcare Group, LLC (“Plum”); Flax Holdings, LLC d/b/a River
5 Valley Care Center (“Flax”); Gladiolus Holdings, LLC d/b/a The Pines at Placerville Healthcare
6 Center (“Gladiolus”); Jujube Holdings, LLC d/b/a Sunnyvale Post-Acute Center (“Jujube”);
7 Douglas Fir Holdings, LLC d/b/a Huntington Valley Healthcare Center (“Douglas Fir”); Olive
8 Holdings, LLC d/b/a Aviara Healthcare Center (“Olive”); and Rosebud Holdings, LLC d/b/a
9 Western Slope Health Center (“Rosebud”) (collectively “Defendants”) have stipulated that Plaintiffs
10 may file the Consolidated Class and PAGA Complaint.

11 The Consolidated Class and PAGA Complaint will consolidate this case and the following
12 cases (collectively, the “Actions”), inclusive of all named Plaintiffs and Defendants:

- 13 1. *Gillespie v. Flax Holdings, LLC d/b/a River Valley Care Center*, Case No. CVCS22-
14 0001058 (Sutter Superior Court) (“Sutter Class Action”);
- 15 2. *Suastegui v. Plum Healthcare Group, LLC*, Case No. RG21092158 (Alameda
16 Superior Court) (“Suastegui PAGA Action”);
- 17 3. *Gillespie v. Flax Holdings, LLC d/b/a River Valley Care Center*, Case No.
18 RG21093104 (Alameda Superior Court) (“Gillespie PAGA Action”);
- 19 4. *Harding v. Plum Healthcare Group, LLC, et al.*, Case No. RG21097877 (Alameda
20 Superior Court) (“Harding PAGA Action”);
- 21 5. *Corona v. Jujube Holdings, LLC d/b/a Sunnyvale Post-Acute Center, et al.*, Case No.
22 RG21111905 (Alameda Superior Court) (“Corona PAGA Action”);
- 23 6. *Guerrero v. Douglas Fir Holdings, LLC d/b/a Huntington Valley Healthcare Center,*
24 *et al.*, Case No. RG21111952 (Alameda Superior Court) (“Guerrero PAGA Action”);
- 25 7. *Arriaga v. Plum Healthcare Group, LLC, et al.*, Case No. 22CV006835 (Alameda
26 Superior Court) (“Arriaga PAGA Action”).

27 The Parties conducted have reached a global settlement that will resolve all of the claims in
28 the Actions and agree that the Actions shall be consolidated for purposes of settlement and seeking

1 court approval. Having considered the Parties' stipulation, and for good cause shown, the Parties'
2 Stipulation to File Consolidated Complaint for Settlement Purposes is GRANTED, as follows:

- 3 • The Consolidated Class and PAGA Complaint attached hereto as Exhibit A shall be deemed
4 filed as of the date this Order is signed;
- 5 • Defendants shall not be required to file further responsive pleadings to the Consolidated Class
6 and PAGA Complaint;
- 7 • The Actions shall be consolidated for purposes of settlement and seeking court approval; and
- 8 • If this Court does not grant final approval of the Settlement, then the cases will not be
9 consolidated for any other purpose.

10 **IT IS SO ORDERED.**

11
12 Dated: 02/16/2024



HONORABLE BRET HILLMAN
JUDGE OF THE SUPERIOR COURT

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Exhibit A

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14 *Attorneys for Plaintiffs, the Putative Class, the*
15 *State of California, and Aggrieved Employees*

16 **SUPERIOR COURT OF CALIFORNIA**
17 **COUNTY OF TULARE**

18 LUCI GILLESPIE, ILEANA SUASTEGUI,
19 TREVOR HARDING, ESTHER CORONA,
20 JOSELITO GUERRERO, and MILDRED
21 ARRIAGA, on behalf of themselves and all others
22 similarly situated, the State of California, and
23 Aggrieved Employees,

24 Plaintiffs,

25 vs.

26 PLUM HEALTHCARE GROUP, LLC; FLAX
27 HOLDINGS, LLC d/b/a RIVER VALLEY CARE
28 CENTER; GLADIOLUS HOLDINGS, LLC d/b/a
THE PINES AT PLACERVILLE HEALTHCARE
CENTER; JUJUBE HOLDINGS, LLC d/b/a
SUNNYVALE POST-ACUTE CENTER;
DOUGLAS FIR HOLDINGS, LLC d/b/a
HUNTINGTON VALLEY HEALTHCARE
CENTER; OLIVE HOLDINGS, LLC d/b/a
AVIARA HEALTHCARE CENTER; and
ROSEBUD HOLDINGS, LLC d/b/a WESTERN
SLOPE HEALTH CENTER; and DOES 1 through
100, inclusive,

Defendants.

Case No. VCU285376

**CONSOLIDATED CLASS AND PAGA
COMPLAINT**

- (1) Failure to Pay Minimum Wages for All Hours Worked (Cal. Lab. Code §§ 1182.11, 1182.12, 1194, and 1197);
- (2) Failure to Pay Overtime Wages (Cal. Lab. Code § 510);
- (3) Failure to Authorize, Permit, Provide, and/or Make Available Meal and Rest Periods (Cal. Lab. Code §§ 226.7 and 512);
- (4) Failure to Pay All Hours Worked (Cal. Lab. Code §§ 200, 1194, and 1198);
- (5) Failure to Provide Timely and Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
- (6) Waiting Time Penalties (Cal. Lab. Code §§ 201-203);
- (7) Failing to Reimburse Necessary Business Expenses (Cal. Lab. Code § 2802);
- (8) Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq.*); and
- (9) Penalties Pursuant to Sections 2699(a) and (f) of the Cal. Lab. Code (Private Attorneys' General Act).

DEMAND FOR JURY TRIAL

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9 *State of California, and Aggrieved Employees*

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CONSOLIDATED CLASS AND PAGA COMPLAINT

Plaintiffs LUCI GILLESPIE (“Plaintiff GILLESPIE”), ILEANA SUASTEGUI (“Plaintiff SUASTEGUI”), TREVOR HARDING (“Plaintiff HARDING”), ESTHER CORONA (“Plaintiff CORONA”), JOSELITO GUERRERO (“Plaintiff GUERRERO”), and MILDRED ARRIAGA (“Plaintiff ARRIAGA”), on behalf of themselves and all others similarly situated, the State of California, and Aggrieved Employees (collectively, “Plaintiffs”), complain and allege as follows:

SUBJECT MATTER JURISDICTION AND VENUE

1. This court has jurisdiction over Plaintiffs’ claims pursuant to the California Labor Code and California Business and Professions Code. The Court has jurisdiction over Defendants PLUM HEALTHCARE GROUP, LLC (Plum”); FLAX HOLDINGS, LLC d/b/a RIVER VALLEY CARE CENTER (“Flax”); GLADIOLUS HOLDINGS, LLC d/b/a THE PINES AT PLACERVILLE HEALTHCARE CENTER (“Gladiolus”); JUJUBE HOLDINGS, LLC d/b/a SUNNYVALE POST-ACUTE CENTER (“Jujube”); DOUGLAS FIR HOLDINGS, LLC d/b/a HUNTINGTON VALLEY HEALTHCARE CENTER (“Douglas Fir”); OLIVE HOLDINGS, LLC d/b/a AVIARA HEALTHCARE CENTER (“Olive”); and ROSEBUD HOLDINGS, LLC d/b/a WESTERN SLOPE HEALTH CENTER (“Rosebud”) (collectively, “Defendants”), because they are companies that do business in California and are registered with the California Secretary of State.

2. Venue is proper in this district pursuant to California Code of Civil Procedure §§ 393 and 395(a). Defendants conduct business, employ Class Members and Aggrieved Employees, and have jobsites in this County. Plaintiffs are informed, believe, and thereon allege that events giving rise to these causes of action occurred in this County, and some part of these causes of action arose in this County.

INTRODUCTION

3. Plaintiffs bring this class and PAGA action on behalf of themselves, the State of California, Aggrieved Employees, and other similarly situated individuals who work or have worked in California for Defendants as hourly, non-exempt employees.

1 4. Defendants own and/or operate a network of nursing homes and long-term care
2 facilities in California.

3 5. Plaintiff SUASTEGUI worked for Defendants at the Redwood Springs Healthcare
4 Center (also known as Visalia Post Acute) in Visalia, California. Plaintiff GILLESPIE worked for
5 Defendants at the River Valley Care Center in Live Oak, California. Plaintiff HARDING worked for
6 Defendants at The Pines at Placerville Healthcare Center and Western Slope Health Center, both in
7 Placerville, California. Plaintiff CORONA worked for Defendants at Sunnyvale Health Center in
8 Sunnyvale, California. Plaintiff GUERRERO works for Defendants at Huntington Valley Healthcare
9 Center in Huntington Beach, California. Plaintiff ARRIAGA worked for Defendants at Aviara
10 Healthcare Center in Encinitas, California.

11 6. Defendants maintain a longstanding policy and practice of failing to properly
12 compensate non-exempt employees for work performed during meal periods, for work performed
13 while “off-the-clock,” and for missed and/or non-compliant rest and meal periods. These policies
14 denied Plaintiffs and other hourly, non-exempt employees payment for all hours worked, including
15 minimum wages and overtime, and deny Plaintiffs and Class Members meal and rest periods that
16 comply with California law.

17 7. Defendants violate California law by knowingly and willfully requiring Plaintiffs and
18 Class Members to perform work and/or remain on duty and/or on work premises during meal and rest
19 breaks, subjecting them to interruptions during those times. While Defendants require Class Members
20 to clock in and out for meal periods, these employees remain on duty and/or on work premises and are
21 continuously subject to interruption during that time.

22 8. Defendants received value from the work performed by Plaintiffs and Class Members
23 during their meal periods and while “off-the-clock” without compensating them for their services.
24 Defendants willfully, deliberately, and voluntarily failed to pay Plaintiffs and Class Members for work
25 performed.

26 9. Plaintiffs pursue claims under California Labor Code to challenge Defendants’ policies
27

1 and practices of: (1) failing to pay Plaintiffs and Class Members minimum wage (§§ 1194, 1182.11,
2 1182.12, and 1197); (2) failing to pay Plaintiffs and Class Members overtime wages (§ 510); (3) failing
3 to authorize and permit Plaintiffs and Class Members to take meal and rest breaks to which they are
4 entitled by law (§§ 226.7 and 512); (4) failing to compensate Plaintiffs and Class Members for all
5 hours worked (§§ 200, 204, 1194, and 1198); (5) failing to provide Plaintiffs and Class Members
6 accurate, itemized wage statements (§ 226); (6) failing to timely pay Plaintiffs and Class Members full
7 wages upon termination or resignation (§§ 201-203); (7) failing to reimburse Plaintiffs and Class
8 Members for necessary business expenses (§ 2802), (8) engaging in unfair and unlawful business
9 practices (California Business and Professions Code § 17200, *et seq.*).

10 10. Plaintiffs, on behalf of the State of California, also seek to recover penalties and
11 reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California
12 Labor Code Private Attorneys' General Act ("PAGA"), with respect to all Aggrieved Employees.

13 11. Plaintiffs file this action on behalf of themselves, Class Members, the State of
14 California, and Aggrieved Employees to recover all unpaid wages, compensation, penalties, and other
15 damages owed to them under state law as a class action under California Code of Civil Procedure
16 section 382 and as a PAGA action, in order to remedy the sweeping practices which Defendants have
17 integrated into their time tracking and payroll policies and which have deprived Plaintiffs and Class
18 Members of their lawfully-earned wages and compensation.

19 **PARTIES**

20 12. Plaintiff GILLESPIE is an individual over the age of eighteen, and at all times relevant
21 to this Complaint was a resident of the State of California. Plaintiff GILLESPIE was employed (or
22 jointly employed) as an hourly paid, non-exempt Nursing Assistant by Defendants at River Valley
23 Care Center in Live Oak, California, from approximately April 2020 until approximately June 2020,
24 at an hourly rate of \$13.00 for approximately 16 to 40 hours of work per week.

25 13. Plaintiff SUASTEGUI is an individual over the age of eighteen, and at all times
26 relevant to this Complaint was a resident of the State of California. Plaintiff SUASTEGUI was
27

1 employed (or jointly employed) as an hourly paid, non-exempt Certified Nursing Assistant by
2 Defendants at Redwood Springs Healthcare Center in Visalia, California, from approximately October
3 2019 until approximately April 2020, at an hourly rate of \$13.75 for approximately 36 to 48 hours of
4 work per week.

5 14. Plaintiff HARDING is an individual over the age of eighteen, and at all times relevant
6 to this Complaint was a resident of the State of California. Plaintiff HARDING was employed (or
7 jointly employed) as an hourly paid, non-exempt dietary aide, cook, and dishwasher by Defendants at
8 The Pines at Placerville Healthcare Center and Western Slope Health Center in Placerville, California,
9 from approximately 2017 until approximately March 2020, at an hourly rate for approximately 40
10 hours of work per week.

11 15. Plaintiff CORONA is an individual over the age of eighteen, and at all times relevant
12 to this Complaint was a resident of the State of California. Plaintiff CORONA was employed (or
13 jointly employed) as an hourly paid, non-exempt Certified Nurse's Assistant by Defendants at
14 Sunnyvale Post-Acute Center in Sunnyvale, California, from approximately January 2020 until
15 approximately August 2020, at an hourly rate of \$21.50 for approximately 40 hours of work per week.

16 16. Plaintiff GUERRERO is an individual over the age of eighteen, and at all times relevant
17 to this Complaint was a resident of the State of California. Plaintiff GUERRERO is employed (or
18 jointly employed) as an hourly paid, non-exempt Licensed Vocational Nurse by Defendants at
19 Huntington Valley Healthcare Center in Huntington Beach, California, from approximately December
20 2012 to the present, at an hourly rate of \$29.00 for approximately 40 to 48 hours of work per week.

21 17. Plaintiff ARRIAGA is an individual over the age of eighteen, and at all times relevant
22 to this Complaint was a resident of the State of California. Plaintiff ARRIAGA was employed (or
23 jointly employed) as an hourly paid, non-exempt Nursing Assistant by Defendants at Aviara
24 Healthcare Center in Encinitas, California, from approximately June 2020 to approximately November
25 19, 2021, at an hourly rate of \$16.00 for approximately 40 to 48 hours of work per week.

26 18. Plum is a California limited liability company with its principal address at 1040
27

1 Marshall Way, Placerville, CA 95657. Plum owns and/or operates skilled nursing and other care
2 facilities in California (the “Facilities”), in close association and connection with separate LLCs
3 established for each Facility, including but not limited to Flax, Gladiolus, Jujube, Douglas Fir, and
4 Olive (the “Facility Entities”). A listing of the Facilities is provided at paragraph 33, below.

5 19. Flax is a California LLC with its principal office in Live Oak, California, and is
6 registered to do business in California. In close association and connection with Plum, Flax operates
7 River Valley Care Center in Live Oak, California.

8 20. Gladiolus is a California LLC with its principal office in Placerville, California, and is
9 registered to do business in California. In close association and connection with Plum, Gladiolus
10 operates The Pines at Placerville Healthcare Center in Placerville, California.

11 21. Jujube is a Delaware LLC with its principal office in Sunnyvale, California, and is
12 registered to do business in California. In close association and connection with Plum, Jujube operates
13 Sunnyvale Post-Acute Center in Sunnyvale, California.

14 22. Douglas Fir is a California LLC with its principal office in Huntington Beach,
15 California, and is registered to do business in California. In close association and connection with
16 Plum, Douglas Fir operates Huntington Valley Healthcare Center in Huntington Beach, California.

17 23. Olive is a Delaware LLC with its principal office in Encinitas, California, and is
18 registered to do business in California. In close association and connection with Plum, Olive operates
19 Aviara Healthcare Center in Encinitas, California.

20 24. Rosebud is a California LLC with its principal office in Placerville, California, and is
21 registered to do business in California. In close association and connection with Plum, Rosebud
22 operates Western Slope Health Center in Placerville, California.

23 25. The true names and capacities, whether individual, corporate, associate, or otherwise,
24 of Does 1-100, inclusive, are unknown to Plaintiffs, who therefore sue the Doe Defendants by fictitious
25 names. Plaintiffs are informed, believe, and thereon allege that each of these fictitiously named
26 Defendants is responsible in some manner for the occurrences and violations as herein alleged.
27

1 Plaintiffs will amend this Complaint to show their true names and capacities when they have been
2 ascertained. Defendants and Does 1-100 are jointly and severally liable for the damages, civil
3 penalties, and other relief asserted.

4 26. The Class Members are all current and former non-exempt employees, employed (or
5 jointly employed) in California by Plum, who worked at any of the Facilities from December 17, 2016
6 through the present.

7 27. The Aggrieved Employees are all current and former non-exempt employees,
8 employed (or jointly employed) in California by Plum, who worked at any of the Facilities from
9 January 13, 2020 through the present.

10 28. Plaintiffs are informed, believe, and thereon allege that Plum controls policies,
11 practices, and procedures at Facilities. Plaintiffs are informed, believe, and thereon allege that Plum
12 controls the wages, hours, and working conditions for the non-exempt, hourly employees at the
13 Facilities. Plaintiffs are informed, believe, and thereon allege that Plum operates the Facilities in a
14 cohesive network across California and that there are common policies, practices, and/or procedures
15 across the Facilities throughout California. Plaintiffs are informed, believe, and thereon allege that
16 Plum directly and indirectly controls the operations of its agents and managers at the Facilities
17 throughout California. Plaintiffs are informed, believe, and thereon allege that Plum and the Facility
18 Entities maintain an agency relationship. Plaintiffs are informed, believe, and thereon allege that at all
19 times mentioned in this Complaint, Defendants, and each of them, were the agents and employees of
20 their co-defendants and in doing the things alleged in this Complaint were acting within the course
21 and scope of such agency and employment.

22 29. Plaintiffs are informed, believe, and thereon allege that Defendants employ(ed) hourly,
23 non-exempt employees at the Facilities, including Plaintiffs, the Class Members, and Aggrieved
24 Employees.

25 30. As employers of Plaintiffs, the Class Members, and Aggrieved Employees throughout
26 the relevant time periods, Defendants, and each of them, are solely, jointly, and severally liable for
27

1 back pay, penalties, and other economic damages owed to Plaintiffs, the Class Members, the
2 Aggrieved Employees, and the State of California.

3 31. At all material times, Defendants have done business under the laws of California, have
4 had places of business in California, including in this judicial district, and have employed Class
5 Members and Aggrieved Employees in this judicial district. Defendants are “persons” as defined in
6 Labor Code § 18 and Business and Professions Code § 17201. Defendants are also “employers” as
7 that term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working
8 conditions.

9 **FACTUAL ALLEGATIONS**

10 32. Defendants operate nursing facilities throughout the United States and California,
11 including the Facilities. Defendants employ thousands of hourly non-exempt workers similarly
12 situated to Plaintiffs across the Facilities.

13 33. The Facilities include the following, without limitation: Arlington Gardens Care
14 Center, Auburn Oaks Care Center, Aviara Healthcare Center, Bishop Care Center, Canyon Springs
15 Post-Acute, Copper Ridge Care Center, Cottonwood Canyon Healthcare Center, Crystal Cove Care
16 Center, Cypress Ridge Care Center, East Bay Post-Acute, Garden City Healthcare Center, Highland
17 Palms Healthcare Center, Huntington Valley Healthcare Center, La Mesa Healthcare Center, La
18 Paloma Healthcare Center, Marysville Post-Acute, McKinley Park Care Center, Midtown Oaks Post-
19 Acute, Peninsula Post-Acute, Pine Creek Care Center, Poway Healthcare Center, Primrose Post-
20 Acute, Redlands Healthcare Center, Reo Vista Healthcare Center, River Valley Care Center, Rock
21 Creek Care Center, Roseville Care Center, Sacramento Post-Acute, San Diego Post-Acute Center,
22 Sunnyvale Post-Acute Center, Trellis Chino, University Care Center, Western Slope Health Center,
23 White Blossom Care Center, Whitney Oaks Care Center, Yuba City Post-Acute.

24 34. Plaintiffs routinely worked for Defendants in excess of eight hours per day and 40 hours
25 per week.

26 35. Plaintiffs are informed, believe, and thereon allege that the Class Members and
27

1 Aggrieved Employees were and are employed by Defendants throughout California, including in this
2 County, and perform work materially similar to Plaintiffs. Defendants pay Class Members and
3 Aggrieved Employees, including Plaintiffs, on an hourly basis.

4 36. Plaintiffs are informed, believe, and thereon allege that the policies and practices of
5 Defendants have at all relevant times been similar for Plaintiffs, Class Members, and Aggrieved
6 Employees, regardless of the location in California.

7 37. Plaintiffs, Class Members, and Aggrieved Employees are required to follow and abide
8 by common work, time, and pay policies and procedures in the performance of their jobs and duties.¹

9 Plaintiffs are informed, believe, and thereon allege that, across all of the Facilities, Plum exercises
10 uniform, central control over staffing allocations, availability of relief workers, other operational
11 policies, practices, and procedures, and the overall work environment and facility operations. Plaintiffs
12 are informed, believe, and thereon allege that Plum controlled wages, hiring and firing decisions, and
13 other direct aspects of the employment relationship as to Plaintiffs, Class Members, and Aggrieved
14 Employees.

15 38. Plaintiffs, Class Members, and Aggrieved Employees receive wages from Defendants
16 that are determined by common systems and methods that Defendants select and control.

17 39. As a matter of policy and practice, Defendants require Plaintiffs, Class Members, and
18 Aggrieved Employees to remain on duty and on work premises during their scheduled shifts, including
19 during rest breaks and while clocked out for meal periods. Defendants do not compensate these
20 employees for work performed while clocked out for meal periods.

21 40. As a matter of policy and practice, Defendants deny Plaintiffs, Class Members, and
22 Aggrieved Employees meal and rest periods to which they are statutorily entitled, as well as the unpaid
23 wages (including unpaid minimum wages and overtime premiums) resulting from the additional off-
24 the-clock work performed during meal breaks. To the extent that Plaintiffs, Class Members, and
25 Aggrieved Employees receive some form of meal breaks, they are regularly interrupted, not of

26 ¹ Plaintiffs set forth factual allegations in the present tense for ease of reading, though certain Plaintiffs
27 are no longer employed by Defendants.

1 sufficient duration, and not provided within the timeframe required by California law.

2 41. Plaintiffs, Class Members, and Aggrieved Employees regularly work through their
3 unpaid meal breaks since they are required to clock out for meal breaks yet remain on-duty and subject
4 to interruption throughout these “breaks.” They also regularly work through their rest breaks since
5 they are required to stay on the work premises and/or perform work throughout these “breaks.”

6 42. Despite these recurring violations, Defendants do not provide Plaintiffs, Class
7 Members, and Aggrieved Employees premium pay for missed and/or non-compliant rest breaks and
8 meal periods. In addition, any premium payment paid was not paid at the regular rate of pay and
9 instead was paid at the base rate of pay.

10 43. Plaintiffs, Class Members, and Aggrieved Employees are also regularly required by
11 Defendants to work off-the-clock time, before and after their scheduled, paid shifts, which Defendants
12 neither record nor compensate them for. Defendants do not account for this off-the-clock work when
13 compensating Plaintiffs and Class Members, resulting in widespread unpaid wages (including unpaid
14 minimum wages and overtime premiums).

15 44. Plaintiffs, Class Members, and Aggrieved Employees are required to arrive before their
16 scheduled start times, in uniform, to complete activities including but not limited to standing in line to
17 clock-in for their shifts, undergoing COVID-19 tests and screenings, communicating with outgoing
18 personnel regarding patient care and operational issues, and engaging in prep work. Plaintiffs, Class
19 Members, and Aggrieved Employees are not compensated by Defendants for such time.

20 45. Additionally, Plaintiffs, Class Members, and Aggrieved Employees are required to
21 complete work activities after the end of the scheduled shifts, including but not limited to providing
22 patient care, addressing urgent issues, communicating with incoming personnel regarding patient care
23 and operational issues, engaging in clean-up and close-out tasks for facility operations, attending
24 meetings, and undergoing COVID-19 tests. Plaintiffs, Class Members, and Aggrieved Employees are
25 not compensated by Defendants for such time.

26 46. Defendants also engaged in wage theft by unlawfully rounding the time clocked in for
27

1 compensation purposes, failing to pay overtime compensation at the regular rate of by pay by not
2 including non-discretionary incentive-based compensation in the regular rate calculation, and even
3 failing to pay Plaintiffs, Class Members, and Aggrieved Employees for time that they recorded in
4 Defendants' timekeeping system.

5 47. The off-the-clock work, unpaid wages, and meal period and rest break violations are
6 driven by Defendants' uniform policies and practices of providing insufficient staffing at the Facilities
7 and the universal obligations of providing sufficient patient care, food, nourishment, and living
8 conditions in the long-term care setting. These factors apply to Plaintiffs, Class Members, and
9 Aggrieved Employees and across all the Facilities.

10 48. Defendants' common course of wage-and-hour abuse includes routinely failing to
11 maintain true and accurate records of the hours worked by Plaintiffs, Class Members, and Aggrieved
12 Employees. In particular, Defendants have failed to record hours that Plaintiffs, Class Members, and
13 Aggrieved Employees worked during missed meal breaks as well as hours worked off-the-clock.

14 49. Defendants' failure to record all hours worked also results in a failure to provide
15 Plaintiffs, Class Members, and Aggrieved Employees accurate itemized wage statements as required
16 by California law. The wage statements Defendants provide are not accurate because they do not
17 reflect the actual hours worked by Plaintiffs, Class Members, and Aggrieved Employees. The wage
18 statements do not contain off-the-clock work or time that should be compensable during interruptible
19 meal breaks. Further, the wage statements are inaccurate because they do not include premium pay for
20 non-compliant meal and rest breaks, overtime, and work that was performed while the timeclock was
21 out of service. Moreover, the wage statements do not contain the name or address of Plum.

22 50. Further, Defendants do not provide Plaintiffs, Class Members, and Aggrieved
23 Employees with full payment of all wages owed at the end of employment. As these workers are owed
24 for off-the-clock work, unpaid overtime, and premium pay when their employment ends, and these
25 amounts remain unpaid under Defendants' policies and practices, Defendants fail to pay all wages due
26 upon termination. As a consequence, Defendants are subject to waiting time penalties.

1 51. Finally, Defendants do not reimburse or compensate Plaintiffs, Class Members, and
2 Aggrieved Employees for business related expenses incurred for Defendants' benefit, including but
3 not limited to usage of personal cell phones for work related purposes, usage of personal vehicles for
4 the performance of their duties, and purchases of tools, equipment, and supplies. Plaintiffs, Class
5 Members, and Aggrieved Employees made unreimbursed purchases of items including, without
6 limitation, thermometers, stethoscopes, scissors, general office supplies, scrubs, personal protective
7 equipment (e.g., surgical masks and hand sanitizer), food, and kitchen supplies.

8 52. Plaintiffs are informed, believe, and thereon allege that Defendants are well aware that
9 their policies and practices deprive Plaintiffs, Class Members, and Aggrieved Employees of
10 substantial pay for all time worked, including overtime compensation and minimum wages, and that
11 their workers do not receive legally compliant meal and rest periods. Defendants are further aware
12 that Plaintiffs, Class Members, and Aggrieved Employees expend personal funds for business related
13 events and activities and are not reimbursed. Thus, Defendants' denial of wages, compliant meal and
14 rest periods, and reimbursement of business expenditures is deliberate and willful.

15 53. Plaintiffs are informed, believe, and thereon allege that Defendants' unlawful conduct
16 has been widespread, repeated, and consistent as to the Plaintiffs, Class Members, and Aggrieved
17 Employees and throughout Defendants' operations in California.

18 54. Defendants' conduct was willful, carried out in bad faith, and triggers significant civil
19 penalties in an amount to be determined at trial.

20 **CLASS ACTION ALLEGATIONS**

21 55. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth
22 herein.

23 56. Plaintiffs bring this case as a class action on behalf of themselves and all others
24 similarly situated pursuant to California Code of Civil Procedure section 382. The Class that Plaintiffs
25 seek to represent is defined as follows:

26 All current and former non-exempt employees, employed (or jointly
27 employed) in California by Plum, who worked at any of the Facilities from

December 17, 2016 through the present.

57. This action has been brought and may properly be maintained as a class action under California Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the Class is easily ascertainable.

a. **Numerosity:** The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. Plaintiffs are informed and believe that the number of Class Members exceeds 8,000 individuals. This volume makes bringing the claims of each individual member of the class before this Court impracticable. Likewise, joining each individual member of the Class as a plaintiff in this action is impracticable. Furthermore, the identities of the Class will be determined from Defendants' records, as will the compensation paid to each of them. As such, a class action is a reasonable and practical means of resolving these claims. To require individual actions would prejudice the Class and Defendants.

b. **Commonality:** There are questions of law and fact common to Plaintiffs and the Class that predominate over any questions affecting only individual members of the Class. These common questions of law and fact include, but are not limited to:

- i. Whether Defendants fail to compensate putative Class Members for all hours worked in violation of the California Labor Code, Wage Orders, and Business and Professions Code §§ 17200 et seq.;
- ii. Whether Defendants fail to compensate putative Class Members with at least minimum wage for all compensable work time in violation of the California Labor Code, Wage Orders, and Business and Professions Code §§ 17200 et seq.;
- iii. Whether Defendants fail to compensate putative Class Members with overtime wages for work performed in excess of eight hours in a day in violation of the California Labor Code, Wage Orders, and Business and Professions Code §§ 17200 et seq.;

- 1 iv. Whether Defendants fail to authorize, permit, make available, and/or
- 2 provide putative Class Members with compliant meal periods to which they
- 3 are entitled in violation of the California Labor Code, Wage Orders, and
- 4 Business and Professions Code §§ 17200 et seq.;
- 5 v. Whether Defendants fail to authorize, permit, make available, and/or
- 6 provide putative Class Members with compliant rest periods to which they
- 7 are entitled in violation of the California Labor Code, Wage Orders, and
- 8 Business and Professions Code §§ 17200 et seq.;
- 9 vi. Whether Defendants fail to reimburse putative Class Members for
- 10 reasonable business expenses that they incur in violation of the California
- 11 Labor Code, Wage Orders, and Business and Professions Code §§ 17200 et
- 12 seq.;
- 13 vii. Whether Defendants fail to provide putative Class Members with timely,
- 14 accurate itemized wage statements in violation of the California Labor
- 15 Code, Wage Orders, and Business and Professions Code §§ 17200 et seq.;
- 16 viii. Whether Defendants fail to timely pay Class Members for all wages owing
- 17 upon termination of employment in violation of the California Labor Code,
- 18 Wage Orders, and Business and Professions Code § 17200 et seq.; and
- 19 ix. The proper formula for calculating restitution, damages and penalties owed
- 20 to Plaintiffs and the putative Class alleged herein.

21 c. **Typicality:** Plaintiffs’ claims are typical of the claims of the Class. Defendants’
22 common course of conduct in violation of law as alleged herein has caused Plaintiffs and
23 putative Class Members to sustain the same or similar injuries and damages. Plaintiffs’ claims
24 are thereby representative of and co-extensive with the claims of the Class.

25 d. **Adequacy of Representation:** Plaintiffs are members of the Class, they do not
26 have any conflicts of interest with other Class Members and will prosecute the case vigorously
27

1 on behalf of the Class. Counsel representing Plaintiffs is competent and experienced in
2 litigating large employment class actions, including misclassification and wage and hour class
3 actions. Plaintiffs will fairly and adequately represent and protect the interests of the Class
4 Members.

5 e. **Superiority of Class Action:** A class action is superior to other available means
6 for the fair and efficient adjudication of this controversy. Individual joinder of all Class
7 Members is not practicable, and questions of law and fact common to the Class predominate
8 over any questions affecting only individual members of the Class. Each Class member has
9 been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or
10 practices. Class action treatment will allow those similarly situated persons to litigate their
11 claims in the manner that is most efficient and economical for the parties and the judicial
12 system. The injury suffered by each Class member, while meaningful on an individual basis,
13 is not of such magnitude as to make the prosecution of individual actions against Defendants
14 economically feasible. Individualized litigation increases the delay and expense to all Parties
15 and the Court. By contrast, class action treatment will allow those similarly situated persons
16 to litigate their claims in the manner that is most efficient and economical for the parties and
17 the judicial system.

18 58. In the alternative, the Class may be certified because the prosecution of separate actions
19 by the individual members of the Class would create a risk of inconsistent or varying adjudication
20 with respect to individual members of the Class, and, in turn, would establish incompatible standards
21 of conduct for Defendants.

22 59. If each individual Class member were required to file an individual lawsuit, Defendants
23 would necessarily gain an unconscionable advantage because Defendants would be able to exploit and
24 overwhelm the limited resources of each member of the Class with Defendants' vastly superior
25 financial legal resources.

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27
28

1 60. Requiring each individual Class member to pursue an individual remedy would also
2 discourage the assertion of lawful claims by the Class Members who would be disinclined to pursue
3 these claims against Defendants because of an appreciable and justifiable fear of retaliation and
4 permanent damage to their lives, careers, and well-being.

5 **FIRST CAUSE OF ACTION**
6 **Failure to Pay Minimum Wages**
7 **Pursuant to California Labor Code §§ 1194, 1182.11, 1182.12, and 1197**
8 **(Against All Defendants – on Behalf of the Class)**

9 61. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth
10 herein.

11 62. Defendants fail to compensate Plaintiffs and putative Class Members with at least the
12 minimum wage for all hours worked or spent in Defendants’ control because Plaintiffs and the putative
13 Class Members are not paid for all hours worked or spent in Defendants’ control. Furthermore,
14 Defendants fail to compensate Plaintiffs and the putative Class Members with at least the minimum
15 wage for all hours worked or spent in Defendants’ control because Plaintiffs and the putative Class
16 Members are paid at rates at or just above the applicable California minimum, and when the required
17 premium payments for missed breaks, wages for off-the-clock work, and overtime wages are factored
18 in, the actual rate of pay often drops below the applicable California minimum.

19 63. Defendants have maintained policies and procedures which created a working
20 environment where Plaintiffs and Class Members are routinely compensated at a rate that is less than
21 the statutory minimum wage.

22 64. During the applicable statutory period, Labor Code §§1182.11, 1182.12 and 1197, and
23 the Minimum Wage Order were in full force and effect and required that Defendant’s employees
24 receive the minimum wage for all hours worked irrespective of whether nominally paid on a piece
25 rate, or any other bases, at the rate of \$10.00 per hour commencing January 1, 2016 and ending
26 December 31, 2016. For employers with 26 or more employees, the minimum wage for all hours
27 worked was \$10.50 per hour from January 1, 2017 to December 31, 2017, inclusive; \$11.00 per hour
28 from January 1, 2018 to December 31, 2018, inclusive; \$12.00 per hour from January 1, 2019 to

1 December 31, 2019, inclusive; \$13.00 per hour from January 1, 2020 to December 31, 2020, inclusive;
2 \$14.00 per hour from January 1, 2021 to December 31, 2021, inclusive; and \$15.00 per hour from
3 January 1, 2022 to present. For employers with 25 or less employees, the minimum wage for all hours
4 worked was \$10.00 per hour from January 1, 2017 to December 31, 2017, inclusive; \$10.50 per hour
5 from January 1, 2018 to December 31, 2018, inclusive; \$11.00 per hour from January 1, 2019 to
6 December 31, 2019, inclusive; \$12.00 per hour from January 1, 2020 to December 31, 2020,
7 inclusive; \$13.00 per hour from January 1, 2021 to December 31, 2021, inclusive; \$14.00 per hour
8 from January 1, 2022 to December 31, 2022, inclusive; \$15.00 per hour from January 1, 2023 to
9 December 31, 2023, inclusive; and \$16.00 per hour from January 1, 2024 to present.

10 65. IWC Wage Orders 4-2001(2)(K) and 5-2001(2)(K) defines hours worked as “the time
11 during which an employee is subject to the control of an employer, and includes all the time the
12 employee is suffered or permitted to work, whether or not required to do so.”

13 66. Labor Code § 1194(a) provides as follows:

14 Notwithstanding any agreement to work for a lesser wage, any employee
15 receiving less than the legal minimum wage or the legal overtime
16 compensation applicable to the employee is entitled to recover in a civil
17 action the unpaid balance of the full amount of this minimum wage or
overtime compensation, including interest thereon, reasonable attorneys’
fees, and costs of suit.

18 67. Because of Defendant’s policies and practices with regard to compensating Plaintiffs
19 and Class Members, Defendants have failed to pay minimum wages as required by law. Plaintiffs and
20 Class Members frequently perform work for which they are compensated below the statutory
21 minimum, as determined by the IWC.

22 68. Labor Code § 1194.2 provides that, in any action under § 1194 to recover wages because
23 of the payment of a wage less than minimum wage fixed by an order of the commission, an employee
24 shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
25 interest thereon.

1 69. California law further requires that employers pay their employees for all hours worked
2 at the statutory or agreed upon rate. No part of the rate may be used as a credit against a minimum
3 wage obligation.

4 70. By failing to maintain adequate time records as required by Labor Code §1174(d) and
5 IWC Wage Orders 4-2001(7) and 5-2001(7), Defendants have made it difficult to calculate the
6 minimum wage compensation due to Plaintiffs and Class Members.

7 71. As a direct and proximate result of the unlawful acts and/or omissions of Defendants,
8 Plaintiffs and Class Members have been deprived of minimum wages in an amount to be determined
9 at trial, and are entitled to a recovery of such amount, plus liquidated damages, plus interest thereon,
10 attorneys' fees, and costs of suit pursuant to Labor Code §§ 1194, 1194.2 and 1197.1.

11 72. Wherefore, Plaintiffs and the Class request relief as hereinafter provided.

12 **SECOND CAUSE OF ACTION**
13 **Failure to Pay Overtime Wages**
14 **Pursuant to California Labor Code § 510**
15 **(Against All Defendants – on Behalf of the Class)**

16 73. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth
17 herein.

18 74. Defendants do not compensate Plaintiffs and Class Members with appropriate
19 overtime, including time and half and double time, as required by California law.

20 75. Labor Code § 510(a) provides as follows:

21 Eight hours of labor constitutes a day's work. Any work in excess of eight
22 hours in one workday and any work in excess of 40 hours in any one
23 workweek and the first eight hours worked on the seventh day of work in
24 any one workweek shall be compensated at the rate of no less than one and
25 one-half times the regular rate of pay for an employee. Any work in excess
26 of 12 hours in one day shall be compensated at the rate of no less than twice
27 the regular rate of pay for an employee. In addition, any work in excess of
28 eight hours on any seventh day of a workweek shall be compensated at the
rate of no less than twice the regular rate of pay of an employee.

76. IWC Wage Orders 4-2001(3)(A)(1) and 5-2001(3)(A)(1) state:

1 [E]mployees shall not be employed more than eight (8) hours in any
2 workday or more than 40 hours in any workweek unless the employee
3 receives one and one-half (1 ½) times such employee's regular rate of pay
4 for all hours worked over 40 hours in the workweek. Eight (8) hours of
5 labor constitutes a day's work. Employment beyond eight (8) hours in any
6 workday or more than six (6) days in any workweek is permissible provided
7 the employee is compensated for such overtime at not less than:

8 . . . One and one-half (1 ½) times the employee's regular rate of pay for all
9 hours worked in excess of eight (8) hours up to and including 12 hours in
10 any workday, and for the first eight (8) hours worked on the seventh (7th)
11 consecutive day of work in a workweek; and . . . Double the employee's
12 regular rate of pay for all hours worked in excess of 12 hours in any workday
13 and for all hours worked in excess of eight (8) hours on the seventh (7th)
14 consecutive day of work in a workweek[.] . . .

15 77. Labor Code § 1194(a) provides as follows:

16 Notwithstanding any agreement to work for a lesser wage, any employee
17 receiving less than the legal minimum wage or the legal overtime
18 compensation applicable to the employee is entitled to recover in a civil
19 action the unpaid balance of the full amount of this minimum wage or
20 overtime compensation, including interest thereon, reasonable attorney's
21 fees, and costs of suit.

22 78. Labor Code § 200 defines wages as "all amounts for labor performed by employees of
23 every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
24 commission basis or other method of calculation." All such wages are subject to California's overtime
25 requirements, including those set forth above.

26 79. Defendants often require Plaintiffs and Class Members to work in excess of eight hours
27 per day. Defendants do not compensate Plaintiffs and Class Members at an overtime rate for hours in
28 excess of eight hours each day or in excess of forty in each week, nor do Defendants compensate
Plaintiffs and Class Members at a double time rate for hours in excess of twelve each day or in excess
of eight on the seventh consecutive day.

80. Plaintiffs and Class Members have worked overtime hours for Defendants without
being paid overtime premiums in violation of the Labor Code, the applicable IWC Wage Orders, and
other applicable law.

1 81. Defendants have knowingly and willfully refused to properly compensate Plaintiffs and
2 the Class for overtime work. As a proximate result of the aforementioned violations, Defendants have
3 damaged Plaintiffs and the Class in amounts to be determined according to proof at time of trial, but
4 in an amount in excess of the jurisdictional requirements of this Court.

5 82. Defendants are liable to Plaintiffs and the Class alleged herein for the unpaid overtime
6 and civil penalties, with interest thereon. Furthermore, Plaintiffs are entitled to an award of attorneys'
7 fees and costs as set forth below.

8 83. Wherefore, Plaintiffs and the Class request relief as hereinafter provided.

9
10 **THIRD CAUSE OF ACTION**
11 **Failure to Authorize and Permit, Provide and/or Make Available Meal and Rest Periods**
12 **Pursuant to California Labor Code §§ 226.7 and 512**
13 **(Against All Defendants – on Behalf of the Class)**

14 84. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth
15 herein.

16 85. Defendants require Plaintiffs and Class Members to respond to calls at all times during
17 their shifts, even if this means cutting breaks short or not being relieved for breaks at all. To the extent
18 that Plaintiffs and Class Members receive some form of "break" it is often untimely, interrupted, or
19 too short.

20 86. Defendants do not pay Plaintiffs and Class Members one hour of premium pay for the
21 missed and/or non-compliant meal and rest breaks.

22 87. Labor Code §§ 226.7 and 512 and the applicable Wage Order requires Defendants to
23 authorize and permit meal and rest periods to its employees. Labor Code §§ 226.7 and 512 and the
24 Wage Order prohibit employers from employing an employee for more than five hours without a meal
25 period of not less than thirty minutes, and from employing an employee more than ten hours per day
26 without providing the employee with a second meal period of not less than thirty minutes. Section
27 226.7 and the applicable Wage Order also require employers to authorize and permit employees to
28 take ten minutes of net rest time per four hours or major fraction thereof of work, and to pay employees
their full wages during those rest periods. Unless the employee is relieved of all duty during the thirty-

1 minute meal period and ten-minute rest period, the employee is considered “on duty” and the meal or
2 rest period is counted as time worked under the applicable wage orders.

3 88. Under § 226.7(b) and the applicable Wage Order, an employer who fails to authorize,
4 permit, and/or make available a required meal period must, as compensation, pay the employee one
5 hour of pay at the employee’s regular rate of compensation for each workday that the meal period was
6 not authorized and permitted. Similarly, an employer must pay an employee denied a required rest
7 period one hour of pay at the employee’s regular rate of compensation for each workday that the rest
8 period was not authorized and permitted and/or not made available.

9 89. Despite these requirements, Defendants knowingly and willfully refuse to perform their
10 obligations to authorize and permit and/or make available to Plaintiffs and the Class the ability to take
11 the off-duty meal and rest periods to which they are entitled. Defendants also fail to pay Plaintiffs and
12 the Class one hour of pay for each off-duty meal and/or rest periods that they are denied. Defendants’
13 conduct described herein violates Labor Code §§ 226.7 and 512. Therefore, pursuant to Labor Code
14 § 226.7(b), Plaintiffs and the Class are entitled to compensation for the failure to authorize and permit
15 and/or make available meal and rest periods, plus interest, attorneys’ fees, expenses and costs of suit.

16 90. As a proximate result of the aforementioned violations, Plaintiffs and the Class have
17 been damaged in an amount according to proof at time of trial.

18 91. Wherefore, Plaintiffs and the Class request relief as hereinafter provided.

19 **FOURTH CAUSE OF ACTION**
20 **Failure to Pay for All Hours Worked**
21 **Pursuant to California Labor Code §§ 200, 204, 1194, and 1198**
22 **(Against All Defendants – on Behalf of the Class)**

23 92. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth
24 herein.

25 93. Plaintiffs allege that Defendants willfully engaged and continue to engage in a policy
26 and practice of not compensating Plaintiffs and putative Class Members for all hours worked or spent
27 in Defendants’ control.

28 94. Defendants regularly require Plaintiffs and putative Class Members to perform

1 uncompensated off-the-clock work. Detailed above, Defendants require Plaintiffs and putative Class
2 Members to clock out for meal breaks but then require, suffer, and/or permit them to work through
3 these meal breaks. Defendants require, suffer, and/or permit Plaintiffs and putative Class Members to
4 perform additional uncompensated off-the-clock work before their shifts, and after they clock out at
5 the end of their shifts.

6 95. Labor Code § 200 defines wages as “all amounts for labor performed by employees of
7 every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
8 commission basis or method of calculation.”

9 96. Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any
10 employment are due and payable twice during each calendar month....”

11 97. Labor Code § 1194(a) provides as follows:

12 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
13 than the legal minimum wage or the legal overtime compensation applicable to the
14 employee is entitled to recover in a civil action the unpaid balance of the full amount
of this minimum wage or overtime compensation, including interest thereon,
reasonable attorneys’ fees, and costs of suit.

15 98. Labor Code § 1198 makes it unlawful for employers to employ employees under
16 conditions that violate the Wage Order.

17 99. IWC Wage Orders 4-2001(2)(K) and 5-2001(2)(K) defines hours worked as “the time
18 during which an employee is subject to the control of an employer, and includes all the time the
19 employee is suffered or permitted to work, whether or not required to do so....”

20 100. In violation of California law, Defendants knowingly and willfully refuse to perform
21 its obligation to provide Plaintiffs and putative Class Members with compensation for all time worked.
22 Therefore, Defendants committed, and continue to commit, the acts alleged herein knowingly and
23 willfully, and in conscious disregard of Plaintiffs’ and putative Class Members’ rights. Plaintiffs and
24 putative Class Members are thus entitled to recover nominal, actual, and compensatory damages, plus
25 interest, attorneys’ fees, expenses and costs of suit.

26 101. As a proximate result of the aforementioned violations, Plaintiffs and the putative Class
27

1 have been damaged in an amount according to proof at time of trial.

2 102. Wherefore, Plaintiffs and the putative Class request relief as hereinafter provided.

3
4 **FIFTH CAUSE OF ACTION**
5 **Failure to Provide Accurate Itemized Wage Statements**
6 **Pursuant to California Labor Code § 226**
7 **(Against All Defendants – on Behalf of the Class)**

8 103. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth
9 herein.

10 104. Defendants do not provide Plaintiffs and Class Members with accurate itemized wage
11 statements as required by California law.

12 105. Labor Code § 226(a) provides:

13 “An employer, semimonthly or at the time of each payment of wages, shall furnish to
14 his or her employee, either as a detachable part of the check, draft, or voucher paying
15 the employee’s wages, or separately if wages are paid by personal check or cash, an
16 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
17 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
18 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
19 basis, (4) all deductions, provided that all deductions made on written orders of the
20 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
21 inclusive dates of the period for which the employee is paid, (7) the name of the
22 employee and only the last four digits of his or her social security number or an
23 employee identification number other than a social security number, (8) the name and
24 address of the legal entity that is the employer and, if the employer is a farm labor
25 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
26 legal entity that secured the services of the employer, and (9) all applicable hourly rates
27 in effect during the pay period and the corresponding number of hours worked at each
28 hourly rate by the employee...”

106. Labor Code § 226(e)(1) provides:

“An employee suffering injury as a result of a knowing and intentional failure by an
employer to comply with subdivision (a) is entitled to recover the greater of all actual
damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
an award of costs and reasonable attorney’s fees.”

107. Plaintiffs seek to recover actual damages, costs, and attorneys’ fees under this section.

108. Defendants have failed to provide timely, accurate itemized wage statements to
Plaintiffs and Class Members in accordance with Labor Code § 226(a) and the applicable IWC Wage

1 Orders. The wage statements Defendants provide their employees, including Plaintiffs and Class
2 Members, do not reflect the actual hours worked, actual gross wages earned, or actual net wages
3 earned. The wage statements do not include the name or address of Defendants.

4 109. Defendants are liable to Plaintiffs and the Class alleged herein for the amounts
5 described above in addition to the civil penalties set forth below, with interest thereon. Furthermore,
6 Plaintiffs are entitled to an award of attorneys' fees and costs as set forth below.

7 110. Wherefore, Plaintiffs and the Class request relief as hereinafter provided.

8 **SIXTH CAUSE OF ACTION**
9 **Waiting Time Penalties**
10 **Pursuant to California Labor Code §§ 201-203**
11 **(Against All Defendants – on Behalf of the Class)**

12 111. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth
13 herein.

14 112. Defendants do not provide Class Members whose employment with Defendants has
15 ended, including Plaintiffs, with their wages due at the time their employment ends as required under
16 California law.

17 113. Labor Code § 201 provides: "If an employer discharges an employee, the wages earned
18 and unpaid at the time of discharge are due and payable immediately."

19 114. Labor Code § 202 provides:

20 "If an employee not having a written contract for a definite period quits his or her
21 employment, his or her wages shall become due and payable not later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his or her
23 intention to quit, in which case the employee is entitled to his or her wages at the time
24 of quitting."

25 115. Labor Code § 203 provides, in relevant part:

26 "If an employer willfully fails to pay, without abatement or reduction, in accordance
27 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
28 or who quits, the wages of the employee shall continue as a penalty from the due date
thereof at the same rate until paid or until an action therefor is commenced; but the
wages shall not continue for more than 30 days."

1 116. Class Members have left their employment with Defendants during the statutory
2 period, at which time Defendants owed them unpaid wages, including overtime and double time
3 wages.

4 117. Defendants willfully refuse and continue to refuse to pay former Class Members all the
5 wages that are due and owing them, in the form of, *inter alia*, overtime and double time pay and meal
6 and rest period premium pay, upon the end of their employment. As a result of Defendants' actions,
7 Plaintiffs and Class Members have suffered and continue to suffer substantial losses, including lost
8 earnings, and interest.

9 118. Defendants' willful failure to pay Class Members the wages due and owing them
10 constitutes a violation of Labor Code §§ 201-202. As a result, Defendants are liable to Class Members
11 for all penalties owing pursuant to Labor Code §§ 201-203.

12 119. In addition, § 203 provides that an employee's wages will continue as a penalty up to
13 thirty days from the time the wages were due. Therefore, Plaintiffs and Class Members are entitled to
14 penalties pursuant to Labor Code § 203, plus interest.

15 120. Wherefore, Plaintiffs and the Class request relief as hereinafter provided.

16 **SEVENTH CAUSE OF ACTION**
17 **Failure to Reimburse for Necessary Business Expenses**
18 **Pursuant to California Labor Code § 2802**
19 **(Against All Defendants – on Behalf of the Class)**

20 121. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth
21 herein.

22 122. Defendants do not reimburse Plaintiffs and Class Members for necessary business
23 expenses.

24 123. Labor Code § 2802(a) provides as follows:

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

1 124. Defendants require Plaintiffs and Class Members to use their personal mobile devices
2 for Defendants’ benefit, use their personal vehicles for Defendants’ benefit, and pay for personal
3 protective equipment, supplies, and other items for Defendants’ benefit. Defendants do not reimburse
4 Plaintiffs or Class Members for these expenses that are necessary to perform their daily work
5 assignments.

6 125. Defendants are liable to Plaintiffs and Class Members for the unreimbursed expenses
7 and civil penalties, with interest thereon. Furthermore, Plaintiffs are entitled to an award of attorneys’
8 fees and costs as set forth below.

9 126. As a direct and proximate result of the aforementioned violations, Plaintiffs and Class
10 Members have been damaged in an amount according to proof at time of trial.

11 127. Wherefore, Plaintiffs and the Class request relief as hereinafter provided.

12 **EIGHTH CAUSE OF ACTION**
13 **Unfair Business Practices**
14 **Pursuant to California Business and Professions Code §§ 17200, *et seq.***
15 **(Against All Defendants – on Behalf of the Class)**

16 128. Plaintiffs re-allege and incorporate the foregoing paragraphs as though fully set forth
17 herein.

18 129. Business and Professions Code §§17200 *et seq.* prohibits unfair competition in the form
19 of any unlawful, unfair, or fraudulent business acts or practices.

20 130. Business and Professions Code § 17204 allows a person injured by the unfair business
21 acts or practices to prosecute a civil action for violation of the UCL.

22 131. Labor Code § 90.5(a) states it is the public policy of California to vigorously enforce
23 minimum labor standards in order to ensure employees are not required to work under substandard
24 and unlawful conditions, and to protect employers who comply with the law from those who attempt
25 to gain competitive advantage at the expense of their workers by failing to comply with minimum
26 labor standards.

27 132. Beginning at an exact date unknown to Plaintiffs, Defendants have committed acts of
28 unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful,

1 unfair, and fraudulent business acts and practices described in this Complaint, including, but not
2 limited to:

- 3 a. violations of Labor Code § 1194 and IWC Wage Order pertaining to the payment
4 of wages;
- 5 b. violations of Labor Code § 510 and applicable IWC Wage Orders pertaining to
6 overtime;
- 7 c. violations of Labor Code §§ 1182.11, 1182.12, and 1197 and IWC wage orders
8 pertaining to minimum wage;
- 9 d. violations of Labor Code §§ 226.7 and 512 and IWC wage orders pertaining to meal
10 and rest breaks;
- 11 e. violations of Labor Code § 226 regarding accurate, timely itemized wage
12 statements; and
- 13 f. violations of Labor Code §§ 201-203.
- 14 g. violations of Labor Code § 2802

15 133. The violations of these laws and regulations, as well as of the fundamental California
16 public policies protecting wages and discouraging overtime labor underlying them, serve as unlawful
17 predicate acts and practices for purposes of Business and Professions Code §§ 17200 *et seq.*

18 134. The acts and practices described above constitute unfair, unlawful and fraudulent
19 business practices, and unfair competition, within the meaning of Business and Professions Code
20 §§ 17200, *et seq.* Among other things, the acts and practices have taken from Plaintiffs and the Class
21 wages rightfully earned by them, while enabling Defendants to gain an unfair competitive advantage
22 over law-abiding employers and competitors.

23 135. Business and Professions Code § 17203 provides that a court may make such orders or
24 judgments as may be necessary to prevent the use or employment by any person of any practice which
25 constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendants
26 from repeating their unlawful, unfair, and fraudulent business acts and practices alleged above.

1 136. As a direct and proximate result of the aforementioned acts and practices, Plaintiffs and
2 the Class Members have suffered a loss of money and property, in the form of unpaid wages which
3 are due and payable to them.

4 137. Business and Professions Code § 17203 provides that the Court may restore to any
5 person in interest any money or property which may have been acquired by means of such unfair
6 competition. Plaintiffs and the Class are entitled to restitution pursuant to Business and Professions
7 Code §17203 for all wages and payments unlawfully withheld from employees during the four-year
8 period prior to the filing of this Complaint. Plaintiffs' success in this action will enforce important
9 rights affecting the public interest and in that regard Plaintiffs sue on behalf of themselves as well as
10 others similarly situated. Plaintiffs and Class Members seek and are entitled to unpaid wages,
11 declaratory and injunctive relief, and all other equitable remedies owing to them.

12 138. Plaintiffs herein take upon themselves enforcement of these laws and lawful claims.
13 There is a financial burden involved in pursuing this action, the action is seeking to vindicate a public
14 right, and it would be against the interests of justice to penalize Plaintiffs by forcing them to pay
15 attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code of
16 Civil Procedure §1021.5 and otherwise.

17 **NINTH CAUSE OF ACTION**

18 **PAGA Penalties Pursuant to California Labor Code § 2699(a) and (f)**
19 **(Against All Defendants – On Behalf of the State of California and Aggrieved Employees)**

20 139. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
21 herein.

22 140. Labor Code § 2699(a) provides:

23 “Notwithstanding any other provision of law, any provision of this code that provides
24 for a civil penalty to be assessed and collected by the Labor and Workforce
25 Development Agency or any of its departments, divisions, commissions, boards,
26 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
27 through a civil action brought by an aggrieved employee on behalf of himself or herself
28 and other current or former employees.”

1 141. Labor Code § 2699(f) provides:

2 “For all provisions of this code except for those for which a civil penalty is specifically
3 provided, there is established a civil penalty for a violation of these provisions, as
4 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
5 employees, the civil penalty is \$100 for each aggrieved employee per pay period for the
initial violation and \$200 for each aggrieved employee per pay period for each
subsequent violation.”

6 142. Labor Code § 200 defines wages as “all amounts for labor performed by employees of
7 every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
8 commission basis or method of calculation.”

9 143. Labor Code §§ 201 and 202 require employers to immediately pay wages earned and
10 unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he
11 or she quits, at the latest.

12 144. Labor Code § 203 provides, in relevant part:

13 “If an employer willfully fails to pay, without abatement or reduction, in accordance
14 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
15 and who quits, the wages of the employee who is discharged or who quits, the wages
16 of the employees shall continue as a penalty from the due date thereof at the same rate
paid or until an action therefor is commenced; but the wages shall not continue for more
than 30 days.”

17 145. Labor Code § 204(a) provides that “[a]ll wages . . . earned by any person in any
18 employment are due and payable twice during each calendar month . . .”

19 146. IWC Wage Orders 4-2001(2)(K) and 5-2001(2)(K) define hours worked as “the time
20 during which an employee is subject to the control of an employer and includes all the time the
21 employee is suffered or permitted to work, whether or not required to do so.”

22 147. Labor Code § 1198 makes it unlawful for employers to employ employees under
23 conditions that violate the Wage Order.

24 148. Labor Code § 510 provides, in relevant part:

25 “Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
26 one workday and any work in excess of 40 hours in any one workweek and the first
27 eight hours worked on the seventh day of work in any one workweek shall be
compensated at the rate of no less than one and one-half times the regular rate of pay

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for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.”

149. Labor Code 1182.12 provides, in relevant part:

(a) Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than \$9 per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than \$10 per hour. (b) Notwithstanding subdivision (a), the minimum wage for all industries shall not be less than the amounts set forth in this subdivision, except when the scheduled increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d). (1) For any employer who employs 26 or more employees, the minimum wage shall be as follows: (A) From January 1, 2017, to December 31, 2017, inclusive, \$10.50 per hour. (B) From January 1, 2018, to December 31, 2018, inclusive, \$11 per hour. (C) From January 1, 2019, to December 31, 2019, inclusive, \$12 per hour. (D) From January 1, 2020, to December 31, 2020, inclusive, \$13 per hour. (E) From January 1, 2021, to December 31, 2021, inclusive, \$14 per hour. (F) From January 1, 2022, and until adjusted by subdivision (c), \$15 per hour. (2) For any employer who employs 25 or fewer employees, the minimum wage shall be as follows: (A) From January 1, 2018, to December 31, 2018, inclusive, \$10.50 per hour. (B) From January 1, 2019, to December 31, 2019, inclusive, \$11 per hour. (C) From January 1, 2020, to December 31, 2020, inclusive, \$12 per hour. (D) From January 1, 2021, to December 31, 2021, inclusive, \$13 per hour. (E) From January 1, 2022, to December 31, 2022, inclusive, \$14 per hour. (F) From January 1, 2023, and until adjusted by subdivision (c), \$15 per hour.

150. Labor Code § 1197 provides:

“The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

151. Labor Code § 1197.1 provides, in relevant part:

“(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: (1) For any initial violation that is intentionally committed, \$100 for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages,

1 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
2 pursuant to Section 203. (2) For each subsequent violation for the same specific
3 offense, \$250 for each underpaid employee for each pay period for which the employee
4 is underpaid regardless of whether the initial violation is intentionally committed. This
5 amount shall be in addition to an amount sufficient to recover underpaid wages,
6 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
7 pursuant to Section 203.”

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10 152. Labor Code § 1194 provides, in relevant part:

11 “Notwithstanding any agreement to work for a lesser wage, any employee receiving
12 less than the legal minimum wage or the legal overtime compensation applicable to the
13 employee is entitled to recover in a civil action the unpaid balance of the full amount
14 of this minimum wage or overtime compensation, including interest thereon,
15 reasonable attorneys’ fees, and costs of suit.”

16
17 153. Labor Code §§ 226.7 and 512 and IWC Wage Orders 4-2001 and 5-2001 require
18 Defendants to authorize, permit, and/or make available timely and compliant meal and rest periods to
19 its employees. These sections prohibit employers from employing an employee for more than five
20 hours without a meal period of not less than 30 minutes, and from employing an employee for more
21 than ten hours per day without providing the employee with a second meal period of not less than 30
22 minutes. These sections also require employers to authorize and permit employees to take ten minutes
23 of net rest time per four hours, or major fraction thereof of work, and to pay employees their full wages
24 during those rest periods. Unless the employee is relieved of all duty during the 30-minute meal period
25 and ten-minute rest period, the employee is considered “on duty” and the meal or rest period is counted
26 as time worked under the applicable wage orders.

27
28 154. Labor Code § 2802 requires employers to indemnify employees for all necessary
expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
duties.

155. Labor Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in
an amount not exceeding 30 days pay as waiting time under the terms of Section 203.”

156. Labor Code § 225.5 provides that every person who unlawfully withholds wages due
any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty of
\$100 for any initial violation for each failure to pay each employee and \$200 for each subsequent

1 violation, or any willful or intentional violation, for each failure to pay each employee.

2 157. Labor Code § 226(a) provides:

3 “Every employer shall, semimonthly or at the time of each payment of wages, furnish
4 each of his or her employees, either as a detachable part of the check, draft, or voucher
5 paying the employee’s wages, or separately when wages are paid by personal check or
6 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
7 total hours worked by the employee, except for any employee whose compensation is
8 solely based on a salary and who is exempt from payment of overtime under
9 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
10 Commission, (3) the number of piece-rate units earned and any applicable piece rate if
11 the employee is paid on a piece-rate basis, (4) all deductions, provided that all
12 deductions made on written orders of the employee may be aggregated and shown as
13 one item, (5) net wages earned, (6) the inclusive dates of the period for which the
14 employee is paid, (7) the name of the employee and his or her social security number,
15 (8) the name and address of the legal entity that is the employer, and (9) all applicable
16 hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate by the employee. The deductions made from payments of
18 wages shall be recorded in ink or other indelible form, properly dated, showing the
19 month, day, and year, and a copy of the statement or a record of the deductions shall
20 be kept on file by the employer for at least four years at the place of employment or at
21 a central location within the State of California.”

22 158. Labor Code § 226.3 provides:

23 “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
24 penalty in the amount of \$250 per employee per violation in an initial citation and
25 \$1,000 per employee for each violation in a subsequent citation, for which the employer
26 fails to provide the employee a wage deduction statement or fails to keep the records
27 required in subdivision (a) of Section 226. The civil penalties provided for in this
28 section are in addition to any other penalty provided by law.”

1 159. Plaintiffs seek civil penalties pursuant to Labor Code § 2699(a) for each failure by
2 Defendants to timely pay all wages owed to Plaintiffs and Aggrieved Employees in compliance with
3 Labor Code §§ 201-202, for each failure by Defendants to provide Plaintiffs and Aggrieved Employees
4 an accurate, itemized wage statement in compliance with Labor Code § 226(a), and for each violation
5 by Defendants of Labor Code §§ 225.5, 226.3, 256, and any other violation alleged herein that carries
6 penalties under Labor Code § 2699(a).

7 160. To the extent than any violation alleged herein does not carry penalties under Labor
8 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and the

1 Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established
2 by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff and
3 the Aggrieved Employees for violations of Labor Code provisions including, but not limited, to, Labor
4 Code § 510, 1182.12, 1194, 1197, 1198, 204, 226.7, 512, 2802, IWC Wage Orders 4-2001 and 5-2001,
5 and any other violation alleged herein that does not carry penalties under Labor Code § 2699(a).

6 161. Pursuant to Labor Code §§ 2699.3(a)(1) and (2), Plaintiffs provided the Labor and
7 Workforce Development Agency (“LWDA”) with notice of their intention to file this claim. 65
8 calendar days have passed without notice from the LWDA. Plaintiffs satisfied the administrative
9 prerequisites to commence this civil action in compliance with § 2699.3(a).

10 162. Plaintiffs seek the aforementioned penalties on behalf of the State, Aggrieved
11 Employees, and themselves as set forth in Labor Code § 2699.

12 163. Defendants are liable to Plaintiffs, Aggrieved Employees, and the State of California
13 for the civil penalties set forth in this Complaint, with interest thereon. Plaintiffs are also entitled to an
14 award of attorneys’ fees and costs as set forth below.

15 164. Wherefore, Plaintiffs request relief as hereinafter provided.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs, on behalf of themselves, the putative Class they seek to represent
18 in this action, the State of California, and Aggrieved Employees, request the following relief:

- 19 1. Damages and restitution according to proof at trial for all unpaid wages and other
20 injuries, as provided by the California Labor Code and California Business and
21 Professions Code;
- 22 2. For a declaratory judgment that Defendants have violated the California Labor Code,
23 and public policy as alleged herein;
- 24 3. For a declaratory judgment that Defendants have violated California Business and
25 Professions Code §§ 17200 et seq., as a result of the aforementioned violations of the
26 California Labor Code and of California public policy protecting wages;
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- 4. For preliminary, permanent, and mandatory injunctive relief prohibiting Defendants, their officers, agents, and all those acting in concert with them from committing in the future those violations of law herein alleged;
- 5. For an equitable accounting to identify, locate, and restore to all current and former employees the wages they are due, with interest thereon;
- 6. For an order awarding Plaintiffs and the Class Members compensatory damages, including lost wages, earnings, liquidated damages, and other employee benefits, restitution, recovery of all money, actual damages, and all other sums of money owed to Plaintiffs and Class Members, together with interest on these amounts, according to proof;
- 7. For an order awarding Plaintiffs, the State of California, Aggrieved Employees, and Class Members civil penalties pursuant to the California Labor Code, and the laws of the State of California, with interest thereon;
- 8. For an award of reasonable attorneys’ fees as provided by the California Labor Code, California Code of Civil Procedure § 1021.5, the laws of the State of California, and/or other applicable law;
- 9. For all costs of suit;
- 10. For such other and further relief as this Court deems just and proper.

Respectfully submitted,



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 Scott L. Gordon
 SCHNEIDER WALLACE
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Edwin Aiwazian
LAWYERS FOR JUSTICE, PC

Attorneys for Plaintiffs, the Putative Class, the State of California, and Aggrieved Employees

Date: February 8, 2024

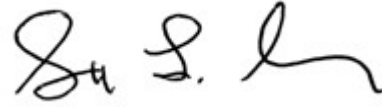
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all claims and issues for which Plaintiffs are entitled to a jury.

Respectfully submitted,

Date: February 8, 2024



Carolyn H. Cottrell
Caroline N. Cohen
Scott L. Gordon

SCHNEIDER WALLACE
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