

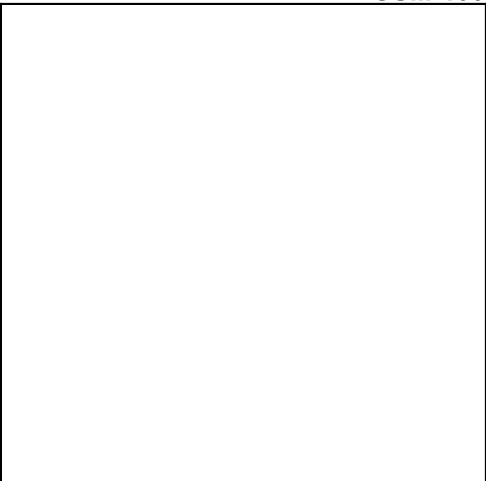
### SUMMONS (CITACION JUDICIAL)

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

CENTRAL NEIGHBORHOOD HEALTH FOUNDATION, a California non-profit corporation; and DOES 1 through 50, Inclusive;

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

JUAN CABEZA, an individual, on behalf of himself, and on behalf of all persons similarly situated,



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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

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

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.*

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

CASE NUMBER:  
(Número del Caso): 21STCV44468

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jean-CLaude Lapuyade, Esq. SBN:248676 Tel: (619) 599-8292 Fax: (619) 599-829  
JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

Sherri R. Carter Executive Officer / Clerk of Court

DATE: 12/07/2021 Clerk, by R. Lozano, Deputy (Fecha) (Secretario) (Adjunto)

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

**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):
 

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4.  by personal delivery on (date):



Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Kenneth Freeman

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

JUAN CABEZA, an individual, on behalf of himself, and on behalf of all persons similarly situated,

Plaintiffs,

vs.

CENTRAL NEIGHBORHOOD HEALTH FOUNDATION, a California non-profit corporation; and DOES 1 through 50, Inclusive;

Defendants.

Case No. 21STCV44468

**CLASS ACTION COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB CODE §§ 226.7 & 512 AND

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THE APPLICABLE IWC WAGE ORDER;

- 6. FAILURE TO REIMBURSE PLAINTIFF FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 8. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203;
- 9. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.]

**DEMAND FOR JURY TRIAL**

Plaintiff JUAN CABEZA (“PLAINTIFF”) an individual, on behalf of himself and all other similarly situated current and former employees alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

**THE PARTIES**

1. Defendant CENTRAL NEIGHBORHOOD HEALTH FOUNDATION (“DEFENDANT” and/or “DEFENDANTS”) is a California non-profit corporation that at all relevant times owns and operates healthcare facilities in the State of California.

2. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief allege, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive (hereinafter collectively “DEFENDANTS” and/or “DEFENDANT”), are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

1           3.       The agents, servants and/or employees of the DEFENDANTS and each of them acting on  
2 behalf of the DEFENDANTS acted within the course and scope of his, her or its authority as the agent,  
3 servant and/or employee of the DEFENDANTS, and personally participated in the conduct alleged  
4 herein on behalf of the DEFENDANTS with respect to the conduct alleged herein. Consequently, the  
5 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are  
6 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a  
7 proximate result of the conduct of the DEFENDANTS' agents, servants and/or employees.

8           4.       DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of  
9 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or caused  
10 to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating  
11 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to  
12 civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

13           5.       DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of  
14 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,  
15 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee  
16 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties  
17 for each underpaid employee.

18           6.       PLAINTIFF has been employed by DEFENDANTS as a non-exempt employee since  
19 2013, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment  
20 of minimum wages, reimbursement for business expenses, and overtime wages due for all time worked.

21           7.       PLAINTIFF brings this Class Action on behalf of himself and on behalf of all of  
22 DEFENDANTS' current and former non-exempt California employees (the "CALIFORNIA CLASS")  
23 at any time during the period beginning four years from the date of the filing of this Complaint and  
24 ending on a date determined by the Court (the "CLASS PERIOD"). The amount in controversy for the  
25 aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).  
26 PLAINTIFF reserves the right to amend the following class definitions before the Court determines  
27 whether class certification is appropriate, or thereafter upon leave of Court:  
28



1           8. PLAINTIFF brings this Class Action on behalf of himself and on behalf of the  
2 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses  
3 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which  
4 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant meal and rest  
5 periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of  
6 California Labor Code Sections 226.7(c) and the applicable Industrial Welfare Commission Wage  
7 Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in violation  
8 of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, (3) failed to reimburse  
9 PLAINTIFF and the CALIFORNIA CLASS for required expenses in violation of California Labor  
10 Code Section 2802, and (4) failed to provide accurate itemized wage statements in violation of  
11 California Labor Code Sections 226 and 226.3.

12           9. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair, and  
13 deceptive business practices whereby DEFENDANTS retained and continues to retain wages due  
14 PLAINTIFF and the other members of the CALIFORNIA CLASS.

15           10. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction  
16 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other  
17 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS's past  
18 and current unlawful conduct, and all other appropriate legal and equitable relief.

19   **JURISDICTION AND VENUE**

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

24           12. Venue is proper in this Court pursuant to California Code of Civil Procedure, sections 395  
25 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, and DEFENDANTS (i)  
26 currently maintain and at all relevant times, maintained offices and facilities in this County and/or  
27 conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged  
28 in this County against members of the CALIFORNIA CLASS.

1 **THE CONDUCT**

2 13. In violation of the applicable sections of the California Labor Code and the requirements  
3 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company  
4 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally  
5 compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members  
6 of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other  
7 members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF for off-  
8 the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS  
9 overtime at the regular rate, failed to compensate PLAINTIFF and other members of the CALIFORNIA  
10 CLASS meal and rest premiums at the regular rate, and failed to issue to PLAINTIFF and the members  
11 of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things,  
12 all applicable hourly rates in effect during the pay periods and the corresponding amount of time  
13 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to  
14 purposefully avoid the accurate and full payment for all time worked as required by California law  
15 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who  
16 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
17 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

18 **A. Meal Period Violations**

19 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were  
20 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning  
21 the time during which an employee is subject to the control of an employer, including all the time the  
22 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD,  
23 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work without paying  
24 them for all the time they were under DEFENDANTS' control. Specifically, as a result of  
25 PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing, DEFENDANTS  
26 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-  
27 duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked  
28 out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where

1 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA  
2 CLASS Members forfeited minimum wage and overtime wages by regularly working without their  
3 time being accurately recorded and without compensation at the applicable minimum wage and  
4 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other  
5 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business  
6 records.

7 15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work  
8 schedules, being required to assist medical doctors and medical patients and DEFENDANTS'  
9 inadequate staffing practices, PLAINTIFF and other CALIFORNIA CLASS Members were from time  
10 to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for  
11 their meal periods. PLAINTIFF and other CALIFORNIA CLASS Members were required from time  
12 to time to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts  
13 without receiving a meal break. Further, DEFENDANTS from time to time failed to provide  
14 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for some  
15 workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work  
16 from time to time. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS  
17 Members does not qualify for limited and narrowly construed "on-duty" meal period exception. When  
18 they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS Members were,  
19 from time to time, required to remain on duty and on call. PLAINTIFF and other CALIFORNIA  
20 CLASS Members therefore forfeited meal breaks without additional compensation and in accordance  
21 with DEFENDANTS' strict corporate policy and practice.

22 **B. Rest Period Violations**

23 16. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA  
24 CLASS members were also required from time to time to work in excess of four (4) hours without  
25 being provided ten (10) minute rest periods as a result of their rigorous work schedule, being required  
26 to assist medical doctors and medical patients and DEFENDANTS' inadequate staffing. Further, for  
27 the same reasons these employees were denied their first rest periods of at least ten (10) minutes for  
28 some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period

1 of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to  
2 time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten  
3 (10) hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and  
4 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or on  
5 call. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour  
6 wages *in lieu* thereof. As a result of their rigorous work schedules, being required to assist medical  
7 doctors and medical patients, and DEFENDANTS' inadequate staffing, PLAINTIFF and other  
8 CALIFORNIA CLASS Members were from time to time denied their proper rest periods by  
9 DEFENDANTS and DEFENDANTS' managers.

10 **C. Regular Rate Violation – Overtime, Sick Pay and Meal and Rest Period Premiums**

11 17. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and continue to  
12 fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS Members for  
13 their overtime hours worked, meal and rest period premiums, and sick pay. As a result, PLAINTIFF  
14 and the other CALIFORNIA CLASS Members forfeited wages due them for working overtime  
15 without compensation at the correct overtime, meal and rest period premiums, and sick pay rates.  
16 DEFENDANTS' uniform policy and practice to not pay the PLAINTIFF and the CALIFORNIA  
17 CLASS the correct overtime rate for all overtime worked, meal and rest period premiums, and sick  
18 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

19 18. State law provides that employees must be paid overtime at one-and-one half times their  
20 "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were compensated at  
21 an hourly rate plus incentive pay that was tied to specific elements of an employee's performance.

22 19. The second component of PLAINTIFF's and other CALIFORNIA CLASS Member's  
23 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and  
24 other CALIFORNIA CLASS Members incentive wages based on their performance for  
25 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly  
26 basis with bonus, and/or incentive compensation when the employees met the various performance  
27 goals set by DEFENDANTS.  
28

1           20.     However, from-time-to-time, when calculating the regular rate of pay, in those pay  
2 periods where PLAINTIFF and the CALIFORNIA CLASS Members worked overtime, or were paid  
3 meal and/or rest period premiums, and earned this non-discretionary bonus or incentive  
4 DEFENDANTS failed to accurately include the non-discretionary bonus compensation and/or  
5 incentive paid as part of the employees' "regular rate of pay" and/or calculated all hours worked rather  
6 than just all non-overtime hours worked. Further, when calculating the regular rate of pay in order to  
7 pay sick pay to PLAINTIFF and the CALIFORNIA CLASS, DEFENDANTS failed to include the  
8 incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating sick  
9 pay. Management and supervisors described the incentive/bonus program to potential and new  
10 employees as part of the compensation package. As a matter of law, the incentive compensation  
11 received by PLAINTIFF and other CALIFORNIA CLASS Members must be included in the "regular  
12 rate of pay." The failure to do so has resulted in a systematic underpayment of overtime, meal and  
13 rests period premiums, and sick pay to PLAINTIFF and other CALIFORNIA CLASS Members by  
14 DEFENDANTS.

15           21.     As a matter of law, the incentive and commission compensation received by  
16 PLAINTIFFS and other CALIFORNIA CLASS members must be included and correctly calculated  
17 into the "regular rate of pay" for purposes of overtime compensation, meal and rest period premiums,  
18 and sick pay. DEFENDANTS' failure to do so has resulted in DEFENDANTS' systematic  
19 underpayment of overtime compensation, meal and rest period premiums, and sick pay to PLAINTIFF  
20 and other CALIFORNIA CLASS members. Specifically, California Labor Code Section 246 mandates  
21 that paid sick time for non-employees shall be calculated in the same manner as the regular rate of pay  
22 for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee  
23 actually works overtime in that workweek. DEFENDANT'S conduct, as articulated herein, by failing  
24 to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay  
25 compensation was in violation of Cal. Lab. Code § 246.

26           22.     In violation of the applicable sections of the California Labor Code and the requirements  
27 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company  
28 policy, practice, and procedure, intentionally, and knowingly failed to compensate PLAINTIFF and

1 the CALIFORNIA CLASS at the correct rate of pay for all overtime, meal and rest period premiums,  
2 and/or sick pay compensation. This uniform policy and practice of DEFENDANTS is intended to  
3 purposefully avoid the payment of the correct overtime, meal and rest period premiums, and/or sick  
4 pay compensation as required by California law which allowed DEFENDANTS to illegally profit and  
5 gain an unfair advantage over competitors who complied with the law. To the extent equitable tolling  
6 operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD  
7 should be adjusted accordingly.

8 **D. Unreimbursed Business Expenses**

9 23. DEFENDANTS as a matter of corporate policy, practice, and procedure, intentionally,  
10 knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and other  
11 CALIFORNIA CLASS Members or required business expenses they incurred in direct consequence of  
12 discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802,  
13 employers are required to indemnify employees for all expenses incurred in the course and scope of  
14 their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her  
15 employee for all necessary expenditures or losses incurred by the employee in direct consequence of  
16 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even  
17 though unlawful, unless the employee, at the time of obeying the directions, believed them to be  
18 unlawful."

19 24. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA  
20 CLASS Members were required by DEFENDANTS to use their own personal vehicles as a result of  
21 and in furtherance of their job duties as employees for DEFENDANTS. But for the use of their own  
22 personal vehicles, PLAINTIFF and the members of the CALIFORNIA CLASS could not complete  
23 their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify  
24 PLAINTIFF or other CALIFORNIA CLASS Members for the cost associated with the use of their own  
25 personal vehicles for DEFENDANTS' benefit. Specifically, PLAINTIFF and other CALIFORNIA  
26 CLASS Members were required by DEFENDANT to use their personal vehicles for work related issues  
27 including traveling between DEFENDANTS' locations for work related duties, without being  
28 reimbursed for mileage. As a result, in the course of their employment with DEFENDANTS,

1 PLAINTIFF and the members of the CALIFORNIA CLASS incurred unreimbursed business expenses  
2 which included, but were not limited to, costs related to the use of their personal vehicles, all on behalf  
3 of and for the benefit of DEFENDANTS.

4 **E. Wage Statement Violations**

5 25. California Labor Code Section 226 requires an employer to furnish its employees an  
6 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the  
7 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages  
8 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
9 employee and only the last four digits of the employee's social security number or an employee  
10 identification number other than a social security number, (8) the name and address of the legal entity  
11 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the  
12 corresponding number of hours worked at each hourly rate by the employee.

13 26. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
14 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed meal  
15 and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed to provide  
16 PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements  
17 which failed to show, among other things, the total hours worked and all applicable hourly rates in  
18 effect during the pay period and the corresponding amount of time worked at each hourly rate, correct  
19 rates of pay for penalty payments or missed meal and rest periods.

20 27. In addition to the violations described above, DEFENDANTS, from time to time, failed  
21 to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply  
22 with Cal. Lab. Code § 226. As a result, DEFENDANTS issued PLAINTIFF and the other members of  
23 the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,  
24 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional  
25 payroll error due to clerical or inadvertent mistake.

26 **F. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

27 24. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and continue to  
28 fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all hours

1 worked. Specifically, DEFENDANT from time-to-time required PLAINTIFF and the other members  
2 of the CALIFORNIA CLASS to perform off-the-clock work. Notwithstanding, from time-to-time  
3 DEFENDANTS failed to pay PLAINTIFF and other members of the CALIFORNIA CLASS necessary  
4 wages for performing work at DEFENDANTS' direction, request and benefit, while off-the clock.

5 25. During the CLASS PERIOD, from time-to-time DEFENDANTS required PLAINTIFF  
6 and other members of the CALIFORNIA CLASS to perform pre-shift work, including but not limited  
7 to, undergoing COVID-19 health screenings, which included temperature checks and health  
8 questionnaires. Further, PLAINTIFF and other CALIFORNIA CLASS Members were required to open  
9 and prepare the facility in each morning. This resulted in PLAINTIFF and other members of the  
10 CALIFORNIA CLASS to have to work while off-the-clock.

11 26. DEFENDANTS directed and directly benefited from the uncompensated off-the-clock  
12 work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

13 27. DEFENDANTS controlled the work schedules, duties, protocols, applications,  
14 assignments and employment conditions of PLAINTIFF and the other members of the CALIFORNIA  
15 CLASS.

16 28. DEFENDANTS were able to track the amount of time PLAINTIFF and the other members  
17 of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to document, track, or  
18 pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for  
19 all the work they performed, including off-the-clock work.

20 29. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt  
21 employees, subject to the requirements of the California Labor Code.

22 30. DEFENDANTS' policies and practices deprived PLAINTIFF and the other members of  
23 the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages owed for the off-  
24 the-clock work activities. Because PLAINTIFF and the other members of the CALIFORNIA CLASS  
25 typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day,  
26 DEFENDANTS' policies and practices also deprived them of overtime pay.

27 31. DEFENDANTS knew or should have known that PLAINTIFF and the other members of  
28 the CALIFORNIA CLASS off-the-clock work was compensable under the law.



1           32. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited  
2 wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent  
3 undergoing COVID-19 health screenings and opening the facility while off-the-clock. DEFENDANTS'  
4 uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS  
5 wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business  
6 records.

7           **G. CLASS ACTION ALLEGATIONS**

8           33. PLAINTIFF brings the First through Eighth Causes of Action as a class action pursuant  
9 to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current and former non-  
10 exempt California employees ("CALIFORNIA CLASS") during the period beginning four years prior  
11 to the filing of the Complaint and ending on a date determined by the Court ("CLASS PERIOD").

12           34. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been  
13 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid  
14 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal  
15 and rest period policies, failure to separately compensate rest periods, failed to reimburse for business  
16 expenses, failed compensate for off-the-clock work, failure to provide accurate itemized wage  
17 statements, failure to maintain required records, and interest, statutory and civil penalties, attorney's  
18 fees, costs, and expenses.

19           35. The members of the class are so numerous that joinder of all class members is impractical.

20           36. Common questions of law and fact regarding DEFENDANTS' conduct, including but not  
21 limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate  
22 the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of  
23 compensation for missed meal and rest period premiums, failing to provide legally compliant meal and  
24 rest periods, failed to reimburse for business expenses, failure to provide accurate itemized wage  
25 statements accurate, and failure to ensure they are paid at least minimum wage and overtime, exist as to  
26 all members of the class and predominate over any questions affecting solely any individual members  
27 of the class. Among the questions of law and fact common to the class are:

28           a. Whether DEFENDANTS maintained legally compliant meal period

1 policies and practices;

2 b. Whether DEFENDANTS maintained legally compliant rest period  
3 policies and practices;

4 c. Whether DEFENDANTS failed to pay PLAINTIFF and the  
5 CALIFORNIA CLASS Members accurate premium payments for missed  
6 meal and rest periods;

7 d. Whether DEFENDANTS failed to pay PLAINTIFF and the  
8 CALIFORNIA CLASS Members accurate overtime wages;

9 e. Whether DEFENDANTS failed to pay PLAINTIFF and the  
10 CALIFORNIA CLASS Members at least minimum wage for all hours  
11 worked;

12 f. Whether Defendants failed to compensate PLAINTIFF and the  
13 CALIFORNIA CLASS Members for required business expenses;

14 g. Whether DEFENDANTS issued legally compliant wage statements;

15 h. Whether DEFENDANTS committed an act of unfair competition by  
16 systematically failing to record and pay PLAINTIFF and the other members  
17 of the CALIFORNIA CLASS for all time worked;

18 i. Whether DEFENDANTS committed an act of unfair competition by  
19 systematically failing to record all meal and rest breaks missed by  
20 PLAINTIFF and other CALIFORNIA CLASS Members, even though  
21 DEFENDANTS enjoyed the benefit of this work, required employees to  
22 perform this work and permits or suffers to permit this work;

23 j. Whether DEFENDANTS committed an act of unfair competition in  
24 violation of the UCL, by failing to provide the PLAINTIFF and the other  
25 members of the CALIFORNIA CLASS with the legally required meal and  
26 rest periods.

27 37. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result  
28 of DEFENDANTS' conduct and actions alleged herein.

1           38.     PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same  
2 interests as the other members of the class.

3           39.     PLAINTIFF will fairly and adequately represent and protect the interests of the  
4 CALIFORNIA CLASS Members.

5           40.     PLAINTIFF retained able class counsel with extensive experience in class action  
6 litigation.

7           41.     Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests  
8 of the other CALIFORNIA CLASS Members.

9           42.     There is a strong community of interest among PLAINTIFF and the members of the  
10 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient  
11 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained.

12           43.     The questions of law and fact common to the CALIFORNIA CLASS Members  
13 predominate over any questions affecting only individual members, including legal and factual issues  
14 relating to liability and damages.

15           44.     A class action is superior to other available methods for the fair and efficient adjudication  
16 of this controversy because joinder of all class members is impractical. Moreover, since the damages  
17 suffered by individual members of the class may be relatively small, the expense and burden of  
18 individual litigation makes it practically impossible for the members of the class individually to redress  
19 the wrongs done to them. Without class certification and determination of declaratory, injunctive,  
20 statutory and other legal questions within the class format, prosecution of separate actions by individual  
21 members of the CALIFORNIA CLASS will create the risk of:

22           a.     Inconsistent or varying adjudications with respect to individual members of the  
23 CALIFORNIA CLASS which would establish incompatible standards of conduct for the  
24 parties opposing the CALIFORNIA CLASS; and/or,

25           b.     Adjudication with respect to individual members of the CALIFORNIA CLASS  
26 which would as a practical matter be dispositive of the interests of the other members not  
27 party to the adjudication or substantially impair or impeded their ability to protect their  
28 interests.



1 held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

7 51. By the conduct alleged herein, DEFENDANTS' practices were deceptive and fraudulent  
8 in that DEFENDANTS' uniform policy and practice failed to, *inter alia*, provide the legally mandated  
9 meal and rest periods, the required accurate amount of compensation for missed meal and rest periods,  
10 overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic  
11 business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial  
12 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this  
13 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including  
14 restitution of wages wrongfully withheld.

15 52. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and  
16 deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the other members of  
17 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

18 53. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and  
19 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to, *inter alia*,  
20 provide the legally mandated meal and rest periods, the required accurate amount of compensation for  
21 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage  
22 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.  
23 Labor Code.

24 54. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each  
25 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty meal period  
26 was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in  
27 which a second off-duty meal period was not timely provided for each ten (10) hours of work.

28 55. PLAINTIFF further demands on behalf of himself and on behalf of each CALIFORNIA

1 CLASS Member, one (1) hour of pay for each workday in which an off duty paid rest period was not  
2 timely provided as required by law.

3 56. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the  
4 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately  
5 calculated overtime and missed meal and rest periods premiums.

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

12 58. All the acts described herein as violations of, among other things, the Industrial Welfare  
13 Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were  
14 unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were  
15 deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal.  
16 Bus. & Prof. Code §§ 17200, *et seq.*

17 59. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do,  
18 seek such relief as may be necessary to restore to them the money and property which DEFENDANTS  
19 has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been  
20 deprived, by means of the above described unlawful and unfair business practices, including earned but  
21 unpaid wages for all overtime worked.

22 60. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to,  
23 and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and  
24 that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and  
25 unfair business practices in the future.

26 61. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy  
27 and/or adequate remedy at law that will end the unlawful and unfair business practices of  
28 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result

1 of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of  
2 the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic  
3 harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair  
4 business practices.

5 **SECOND CAUSE OF ACTION**

6 **For Failure to Pay Overtime Compensation**

7 **[Cal. Lab. Code §§ 510, *et seq.*]**

8 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

9 62. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
10 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

11 63. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period  
12 beginning four years prior to the filing of the Complaint and the present (“CLASS PERIOD”) bring a  
13 claim for DEFENDANTS’ willful and intentional violations of the California Labor Code and the  
14 Industrial Welfare Commission requirements for DEFENDANTS’ failure to pay these employees for  
15 all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve  
16 (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

26 67. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members were  
27 required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked  
28 or were not accurately compensated for all overtime hours worked.

1           68.     DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a  
3 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other  
4 CALIFORNIA CLASS Members and denied accurate compensation to PLAINTIFF and the other  
5 members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed  
6 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours  
7 in any workweek.

8           69.     In committing these violations of the California Labor Code, DEFENDANTS inaccurately  
9 calculated the amount of overtime worked and the applicable overtime rates and consequently underpaid  
10 the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS.  
11 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits  
12 in violation of the California Labor Code, the Industrial Welfare Commission requirements and other  
13 applicable laws and regulations.

14           70.     As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
15 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for  
16 all overtime worked.

17           71.     Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the  
18 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other  
19 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the  
20 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude  
21 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on  
22 behalf of himself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-  
23 negotiable, non-waivable rights provided by the State of California.

24           72.     During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA  
25 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned  
26 wages.

27           73.     DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the  
28 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum



1 hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF  
2 and the other members of the CALIFORNIA CLASS were required to work, and did in fact work,  
3 overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime  
4 rate as evidenced by DEFENDANTS' business records and witnessed by employees.

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

10 75. DEFENDANTS knew or should have known that PLAINTIFF and the other members of  
11 the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS  
12 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay  
13 employees for their labor as a matter of uniform company policy, practice and procedure, and  
14 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other  
15 members of the CALIFORNIA CLASS for overtime worked.

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

23 77. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request  
24 recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as  
25 well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the  
26 California Labor Code and/or other applicable statutes. To the extent overtime compensation is  
27 determined to be owed to the CALIFORNIA CLASS Members who have terminated their employment,  
28 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals

1 are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought  
2 herein on behalf of these CALIFORNIA CLASS Members. DEFENDANTS' conduct as alleged herein  
3 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS  
4 Members are entitled to seek and recover statutory costs.

5 **THIRD CAUSE OF ACTION**

6 **For Failure to Pay Minimum Wages**

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

8 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

11 79. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
12 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial  
13 Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay  
14 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members during the CLASS PERIOD.

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

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

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

22 83. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other  
23 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For  
24 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to  
25 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without  
26 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to  
27 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members  
28 of the CALIFORNIA CLASS.

1           84.     DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a  
3 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members  
4 of the CALIFORNIA CLASS in regard to minimum wage pay.

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

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

13          87.     During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA  
14 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned  
15 wages.

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

21          89.     DEFENDANTS knew or should have known that PLAINTIFF and the other members of  
22 the CALIFORNIA CLASS were under compensated for their time worked. DEFENDANTS  
23 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay  
24 employees for their labor as a matter of uniform company policy, practice and procedure, and  
25 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other  
26 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

27          90.     In performing the acts and practices herein alleged in violation of California labor laws,  
28 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide

1 them with the requisite compensation, DEFENDANTS acted and continue to act intentionally,  
2 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS  
3 with a conscious and utter disregard for their legal rights, or the consequences to them, and with the  
4 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury  
5 in order to increase company profits at the expense of these employees.

6 91. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request  
7 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of  
8 any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code  
9 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed  
10 to the CALIFORNIA CLASS Members who have terminated their employment, DEFENDANTS'  
11 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled  
12 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of  
13 these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful,  
14 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are  
15 entitled to seek and recover statutory costs.

16 **FOURTH CAUSE OF ACTION**

17 **For Failure to Provide Required Meal Periods**

18 **[Cal. Lab. Code §§ 226.7 & 512]**

19 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

20 92. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

22 93. During the CLASS PERIOD, from time to time, DEFENDANTS failed to provide all the  
23 legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as  
24 required by the applicable Wage Order and Labor Code. The nature of the work performed by  
25 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being relieved  
26 of all their duties for the legally required off-duty meal periods. As a result of their rigorous work  
27 schedules, PLAINTIFF and other CALIFORNIA CLASS Members were from time to time not fully  
28 relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to

1 provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks prior  
2 to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records from time to time.  
3 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a  
4 second off-duty meal period in some workdays in which these employees were required by  
5 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of the  
6 CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in  
7 accordance with DEFENDANTS' strict corporate policy and practice.

8 94. DEFENDANTS further violate California Labor Code §§ 226.7 and the applicable IWC  
9 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not  
10 provided a meal period, in accordance with the applicable Wage Order, one additional hour of  
11 compensation at each employee's regular rate of compensation for each workday that a meal period was  
12 not provided.

13 95. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA  
14 CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned  
15 and due, interest, penalties, expenses and costs of suit.

16 **FIFTH CAUSE OF ACTION**

17 **For Failure to Provide Required Rest Periods**

18 **[Cal. Lab. Code §§ 226.7 & 512]**

19 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

20 96. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

22 97. During the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS Members  
23 were from time to time required to work in excess of four (4) hours without being provided ten (10)  
24 minute rest periods. Further, these employees were denied their first rest periods of at least ten (10)  
25 minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at  
26 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second  
27 and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from  
28 time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-

1 hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other  
2 CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS  
3 and DEFENDANTS' managers.

4 98. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC  
5 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not  
6 provided a rest period, in accordance with the applicable Wage Order, one additional hour of  
7 compensation at each employee's regular rate of compensation for each workday that rest period was  
8 not provided.

9 99. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA  
10 CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned  
11 and due, interest, penalties, expenses and costs of suit.

12 **SIXTH CAUSE OF ACTION**

13 **For Failure to Reimburse Employees for Required Expenses**

14 **[Cal. Lab. Code § 2802]**

15 **(By PLAINTIFF Against All Defendants)**

16 98. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
17 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

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

22 100. From time-to-time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab. Code  
23 § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the CALIFORNIA  
24 CLASS for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit.  
25 DEFENDANTS failed to reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for  
26 expenses which included, but were not limited to, costs related to using their personal vehicles all on  
27 behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF and the members of the  
28 CALIFORNIA CLASS were required by DEFENDANTS to use their personal vehicles to execute their

1 essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and  
2 procedure was to not reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for  
3 expenses resulting from using their personal vehicles for DEFENDANTS within the course and scope  
4 of their employment for DEFENDANTS. These expenses were necessary to complete their principal  
5 job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of their  
6 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the  
7 members of the CALIFORNIA CLASS, DEFENDANTS failed to indemnify and reimburse  
8 PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer is  
9 required to do under the laws and regulations of California.

10 101. PLAINTIFF therefore demands reimbursement on behalf of the members of the  
11 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and on behalf  
12 of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest at the statutory  
13 rate and costs under Cal. Lab. Code § 2802.

14 **SEVENTH CAUSE OF ACTION**

15 **For Failure to Provide Accurate Itemized Statements**

16 **[Cal. Lab. Code §§ 226 and 226.2]**

17 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

18 102. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

- 22 1. Gross wages earned;
- 23 2. Total hours worked by the employee, except for any employee  
24 whose compensation is solely based on a salary and who is exempt from  
25 payment of overtime under subdivision (a) of Section 515 or any applicable  
26 order of the Industrial Welfare Commission;
- 27 3. The number of piece-rate units earned and any applicable piece rate  
28 if the employee is paid on a piece-rate basis;

- 1           4.       All deductions, provided that all deductions made on written orders
- 2           of the employee may be aggregated and shown as one item;
- 3           5.       Net wages earned;
- 4           6.       The inclusive dates of the period for which the employee is paid,
- 5           7.       The name of the employee and his or her social security number,
- 6           except that by January 1, 2008, only the last four digits of his or her social
- 7           security number or an employee identification number other than a social
- 8           security number may be shown on the itemized statement,
- 9           8.       The name and address of the legal entity that is the employer, and
- 10          9.       All applicable hourly rates in effect during the pay period and the
- 11          corresponding number of hours worked at each hourly rate by the employee.

12           104.    During the CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the  
13 other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed  
14 to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3)  
15 gross wages earned; (4) the correct name and address of the legal entity that is the employer; and (5)  
16 the last four (4) digits of employee's social security number or an employee identification number all  
17 applicable hourly rates in effect during the pay period and the corresponding number of hours worked  
18 at each hourly rate by the employee in violation of California Labor Code Section 226(a).

19           105.    Further, DEFENDANTS violated California Labor Code Section 226(a)(8) by failing to  
20 provide the name and address of the legal entity that is the employer. In addition to the foregoing,  
21 DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the  
22 CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

23           106.    DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code §  
24 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA  
25 CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for  
26 the overtime worked and the amount of employment taxes which were not properly paid to state and  
27 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other  
28 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00)



1 for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each  
2 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and  
3 penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time  
4 of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective  
5 member of the CALIFORNIA CLASS herein.

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO PAY WAGES WHEN DUE**

8 **(Cal Lab. Code §§201, 202, 203)**

9 **((By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS))**

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

12 108. Cal. Lab. Code § 200 provides that:

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

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

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

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

27 111. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members'  
28 employment contract.

1 112. Cal. Lab. Code § 203 provides:

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

8 113. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated,  
9 and DEFENDANTS has not tendered payment of wages, to these employees who missed meal and rest  
10 breaks, as required by law.

11 114. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members  
12 of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to thirty days of pay  
13 as penalty for not paying all wages due at time of termination for all employees who terminated  
14 employment during the CLASS PERIOD and demands an accounting and payment of all wages due,  
15 plus interest and statutory costs as allowed by law.

16 **NINTH CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

18 **(Cal. Lab. Code §§2698 et seq.)**

19 **(Alleged by PLAINTIFF against all Defendants)**

20 115. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the  
21 prior paragraphs of this Complaint.

22 116. PAGA is a mechanism by which the State of California itself can enforce state labor laws  
23 through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law  
24 enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law  
25 enforcement action designed to protect the public and not to benefit private parties. The purpose of  
26 the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as  
27 private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature  
28 specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys  
general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly,  
PAGA claims cannot be subject to arbitration.

1 117. PLAINTIFF, and such persons that may be added from time to time who satisfy the  
2 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring  
3 this Representative Action on behalf of the State of California with respect to themselves and all  
4 individuals who are or previously were employed by DEFENDANT and classified as non-exempt  
5 employees in California during the time period of October 1, 2020 until the present (the "AGGRIEVED  
6 EMPLOYEES").

7 118. On October 1, 2021, PLAINTIFF gave written notice by certified mail to the Labor and  
8 Workforce Development Agency (the "Agency") and the employer of the specific provisions of  
9 this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached  
10 hereto and incorporated by this reference herein. The statutory waiting period for Plaintiff to add these  
11 allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, Plaintiff may now  
12 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State  
13 of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

14 119. The policies, acts and practices heretofore described were and are an unlawful business  
15 act or practice because DEFENDANTS (a) failed to properly record and pay PLAINTIFF and the other  
16 AGGRIEVED EMPLOYEES for all of the hours they worked, including overtime hours in violation  
17 of the Wage Order, (b) failed to provide accurate itemized wage statements, (c) failed to provide  
18 mandatory meal breaks and rest breaks, (d) failed to pay meal and rest break premiums at the correct  
19 rate, and (e) failed to timely pay wages at the correct rate, all in violation of the applicable Labor Code  
20 sections listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202,  
21 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197,  
22 1197.1, 1197.14, 1198, 1199, 2802, 2804, and the applicable Industrial Wage Order(s), and thereby  
23 gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil  
24 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative  
25 of the State of California for the illegal conduct perpetrated on PLAINTIFF and the other  
26 AGGRIEVED EMPLOYEES.

27  
28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

3 1. On behalf of the CALIFORNIA CLASS:

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

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

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

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

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

16 1. Compensatory damages, according to proof at trial, including compensatory  
17 damages for minimum wage compensation, overtime compensation, and unreimbursed  
18 business expenses due PLAINTIFF and the other members of the CALIFORNIA  
19 CLASS, during the applicable CALIFORNIA CLASS PERIOD plus interest thereon at  
20 the statutory rate;

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

26 3. Meal and rest period compensation pursuant to California Labor Code Section  
27 226.7, 512 and the applicable IWC Wage Order;

1           4.       For liquidated damages pursuant to California Labor Code Sections 1194.2 and  
2           1197; and

3           5.       The wages of all terminated employees as a penalty from the due date thereof at  
4           the same rate until paid or until an action therefore is commenced, in accordance with  
5           Cal. Lab. Code § 203.

6           2. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:  
7           Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of  
8           2004

9           3. On all claims:


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

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

12          C)       An award of penalties, attorneys' fees and cost of suit, as allowable under the law,  
13 including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

14  
15 Dated: December 7, 2021

Respectfully Submitted,  
JCL LAW FIRM, A.P.C.


16  
17  
18 By:   
19 Jean-Claude Lapuyade  
Attorneys for PLAINTIFF

20  
21 **DEMAND FOR JURY TRIAL**

22 PLAINTIFF demands a jury trial on all issues triable to a jury.

23  
24 Dated: December 7, 2021

Respectfully Submitted,  
JCL LAW FIRM, A.P.C.

25  
26 By:   
27 Jean-Claude Lapuyade  
Attorneys for PLAINTIFF

# **EXHIBIT 1**



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Jean-Claude Lapuyade, Esq.  
jlapuyade@jcl-lawfirm.com

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October 1, 2021

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

**CENTRAL NEIGHBORHOOD HEALTH FOUNDATION**

c/o Jose P. Escamilla  
714 W. Olympic Blvd., Suite 801  
Los Angeles, CA 90015

***Via Certified Mail with Return Receipt No. 7021 0350 0000 8465 3158***

**Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5**

Dear Sir/Madam:

This office represents JUAN CABEZA (“Plaintiff”) and other aggrieved employees in a proposed class and representative action against CENTRAL NEIGHBORHOOD HEALTH FOUNDATION (“Defendant”). This office intends to file the enclosed Class Action Complaint on behalf of Plaintiff and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Plaintiff has been employed by Defendant in California since 2013. Plaintiff was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during his employment, Defendant failed to, among other things, provide Plaintiff, and all those similarly situated, with all legally mandated off-duty meal and rest periods.

As a consequence, Plaintiff contends that Defendant failed to fully compensate him and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

**Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant during the relevant claim period.**

A true and correct copy of the proposed Complaint for the class action is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendant. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein.

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

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

If the agency needs any further information, please do not hesitate to ask. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees and Class Members

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

Very truly yours,  
JCL LAW FIRM, APC



Jean-Claude Lapuyade, Esq.

Enclosure (1)



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Attorneys for Plaintiff JUAN CABEZA

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

JUAN CABEZA, an individual, on behalf of himself, and on behalf of all persons similarly situated,

Plaintiffs,

vs.

CENTRAL NEIGHBORHOOD HEALTH FOUNDATION, a California non-profit corporation; and DOES 1 through 50, Inclusive;

Defendants.

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

6. FAILURE TO REIMBURSE PLAINTIFF FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
8. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203.

**DEMAND FOR JURY TRIAL**

Plaintiff JUAN CABEZA (“PLAINTIFF”) an individual, on behalf of himself and all other similarly situated current and former employees alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

**THE PARTIES**

1. Defendant CENTRAL NEIGHBORHOOD HEALTH FOUNDATION (“DEFENDANT” and/or “DEFENDANTS”) is a California non-profit corporation that at all relevant times owns and operates healthcare facilities in the State of California.

2. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief allege, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive (hereinafter collectively “DEFENDANTS” and/or “DEFENDANT”), are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

3. The agents, servants and/or employees of the DEFENDANTS and each of them acting on behalf of the DEFENDANTS acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the DEFENDANTS, and personally participated in the conduct alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein. Consequently, the

1 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are  
2 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a  
3 proximate result of the conduct of the DEFENDANTS' agents, servants and/or employees.

4 4. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of  
5 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or caused  
6 to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating  
7 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to  
8 civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

9 5. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of  
10 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,  
11 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee  
12 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties  
13 for each underpaid employee.

14 6. PLAINTIFF has been employed by DEFENDANTS as a non-exempt employee since  
15 2013, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment  
16 of minimum wages, reimbursement for business expenses, and overtime wages due for all time worked.

17 7. PLAINTIFF brings this Class Action on behalf of himself and on behalf of all of  
18 DEFENDANTS' current and former non-exempt California employees (the "CALIFORNIA CLASS")  
19 at any time during the period beginning four years from the date of the filing of this Complaint and  
20 ending on a date determined by the Court (the "CLASS PERIOD"). The amount in controversy for the  
21 aggregate claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).  
22 PLAINTIFF reserves the right to amend the following class definitions before the Court determines  
23 whether class certification is appropriate, or thereafter upon leave of Court:

24 8. PLAINTIFF brings this Class Action on behalf of himself and on behalf of the  
25 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses  
26 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which  
27 (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant meal and rest  
28 periods or an additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of

1 California Labor Code Sections 226.7(c) and the applicable Industrial Welfare Commission Wage  
2 Order, (2) failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in violation  
3 of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, (3) failed to reimburse  
4 PLAINTIFF and the CALIFORNIA CLASS for required expenses in violation of California Labor  
5 Code Section 2802, and (4) failed to provide accurate itemized wage statements in violation of  
6 California Labor Code Sections 226 and 226.3.

7 9. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair, and  
8 deceptive business practices whereby DEFENDANTS retained and continues to retain wages due  
9 PLAINTIFF and the other members of the CALIFORNIA CLASS.

10 10. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction  
11 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other  
12 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS's past  
13 and current unlawful conduct, and all other appropriate legal and equitable relief.

#### 14 **JURISDICTION AND VENUE**

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

19 12. Venue is proper in this Court pursuant to California Code of Civil Procedure, sections 395  
20 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, and DEFENDANTS (i)  
21 currently maintain and at all relevant times, maintained offices and facilities in this County and/or  
22 conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged  
23 in this County against members of the CALIFORNIA CLASS.

#### 24 **THE CONDUCT**

25 13. In violation of the applicable sections of the California Labor Code and the requirements  
26 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company  
27 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally  
28 compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members

1 of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other  
2 members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF for off-  
3 the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS  
4 overtime at the regular rate, failed to compensate PLAINTIFF and other members of the CALIFORNIA  
5 CLASS meal and rest premiums at the regular rate, and failed to issue to PLAINTIFF and the members  
6 of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things,  
7 all applicable hourly rates in effect during the pay periods and the corresponding amount of time  
8 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to  
9 purposefully avoid the accurate and full payment for all time worked as required by California law  
10 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who  
11 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
12 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

13 **A. Meal Period Violations**

14 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were  
15 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning  
16 the time during which an employee is subject to the control of an employer, including all the time the  
17 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD,  
18 DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS Members to work without paying  
19 them for all the time they were under DEFENDANTS' control. Specifically, as a result of  
20 PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing, DEFENDANTS  
21 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-  
22 duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked  
23 out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where  
24 PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA  
25 CLASS Members forfeited minimum wage and overtime wages by regularly working without their  
26 time being accurately recorded and without compensation at the applicable minimum wage and  
27 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other  
28

1 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business  
2 records.

3 15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work  
4 schedules, being required to assist medical doctors and medical patients and DEFENDANTS'  
5 inadequate staffing practices, PLAINTIFF and other CALIFORNIA CLASS Members were from time  
6 to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for  
7 their meal periods. PLAINTIFF and other CALIFORNIA CLASS Members were required from time  
8 to time to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts  
9 without receiving a meal break. Further, DEFENDANTS from time to time failed to provide  
10 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for some  
11 workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work  
12 from time to time. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS  
13 Members does not qualify for limited and narrowly construed "on-duty" meal period exception. When  
14 they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS Members were,  
15 from time to time, required to remain on duty and on call. PLAINTIFF and other CALIFORNIA  
16 CLASS Members therefore forfeited meal breaks without additional compensation and in accordance  
17 with DEFENDANTS' strict corporate policy and practice.

18 **B. Rest Period Violations**

19 16. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA  
20 CLASS members were also required from time to time to work in excess of four (4) hours without  
21 being provided ten (10) minute rest periods as a result of their rigorous work schedule, being required  
22 to assist medical doctors and medical patients and DEFENDANTS' inadequate staffing. Further, for  
23 the same reasons these employees were denied their first rest periods of at least ten (10) minutes for  
24 some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period  
25 of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to  
26 time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten  
27 (10) hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and  
28 other CALIFORNIA CLASS Members were, from time to time, required to remain on duty and/or on

1 call. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour  
2 wages *in lieu* thereof. As a result of their rigorous work schedules, being required to assist medical  
3 doctors and medical patients, and DEFENDANTS' inadequate staffing, PLAINTIFF and other  
4 CALIFORNIA CLASS Members were from time to time denied their proper rest periods by  
5 DEFENDANTS and DEFENDANTS' managers.

6 **C. Regular Rate Violation – Overtime, Sick Pay and Meal and Rest Period Premiums**

7 17. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and continue to  
8 fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS Members for  
9 their overtime hours worked, meal and rest period premiums, and sick pay. As a result, PLAINTIFF  
10 and the other CALIFORNIA CLASS Members forfeited wages due them for working overtime  
11 without compensation at the correct overtime, meal and rest period premiums, and sick pay rates.  
12 DEFENDANTS' uniform policy and practice to not pay the PLAINTIFF and the CALIFORNIA  
13 CLASS the correct overtime rate for all overtime worked, meal and rest period premiums, and sick  
14 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

15 18. State law provides that employees must be paid overtime at one-and-one half times their  
16 "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were compensated at  
17 an hourly rate plus incentive pay that was tied to specific elements of an employee's performance.

18 19. The second component of PLAINTIFF's and other CALIFORNIA CLASS Member's  
19 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and  
20 other CALIFORNIA CLASS Members incentive wages based on their performance for  
21 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly  
22 basis with bonus, and/or incentive compensation when the employees met the various performance  
23 goals set by DEFENDANTS.

24 20. However, from-time-to-time, when calculating the regular rate of pay, in those pay  
25 periods where PLAINTIFF and the CALIFORNIA CLASS Members worked overtime, or were paid  
26 meal and/or rest period premiums, and earned this non-discretionary bonus or incentive  
27 DEFENDANTS failed to accurately include the non-discretionary bonus compensation and/or  
28 incentive paid as part of the employees' "regular rate of pay" and/or calculated all hours worked rather

1 than just all non-overtime hours worked. Further, when calculating the regular rate of pay in order to  
2 pay sick pay to PLAINTIFF and the CALIFORNIA CLASS, DEFENDANTS failed to include the  
3 incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating sick  
4 pay. Management and supervisors described the incentive/bonus program to potential and new  
5 employees as part of the compensation package. As a matter of law, the incentive compensation  
6 received by PLAINTIFF and other CALIFORNIA CLASS Members must be included in the "regular  
7 rate of pay." The failure to do so has resulted in a systematic underpayment of overtime, meal and  
8 rests period premiums, and sick pay to PLAINTIFF and other CALIFORNIA CLASS Members by  
9 DEFENDANTS.

10 21. As a matter of law, the incentive and commission compensation received by  
11 PLAINTIFFS and other CALIFORNIA CLASS members must be included and correctly calculated  
12 into the "regular rate of pay" for purposes of overtime compensation, meal and rest period premiums,  
13 and sick pay. DEFENDANTS' failure to do so has resulted in DEFENDANTS' systematic  
14 underpayment of overtime compensation, meal and rest period premiums, and sick pay to PLAINTIFF  
15 and other CALIFORNIA CLASS members. Specifically, California Labor Code Section 246 mandates  
16 that paid sick time for non-employees shall be calculated in the same manner as the regular rate of pay  
17 for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee  
18 actually works overtime in that workweek. DEFENDANT'S conduct, as articulated herein, by failing  
19 to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay  
20 compensation was in violation of Cal. Lab. Code § 246.

21 22. In violation of the applicable sections of the California Labor Code and the requirements  
22 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company  
23 policy, practice, and procedure, intentionally, and knowingly failed to compensate PLAINTIFF and  
24 the CALIFORNIA CLASS at the correct rate of pay for all overtime, meal and rest period premiums,  
25 and/or sick pay compensation. This uniform policy and practice of DEFENDANTS is intended to  
26 purposefully avoid the payment of the correct overtime, meal and rest period premiums, and/or sick  
27 pay compensation as required by California law which allowed DEFENDANTS to illegally profit and  
28 gain an unfair advantage over competitors who complied with the law. To the extent equitable tolling



operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

**D. Unreimbursed Business Expenses**

23. DEFENDANTS as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and other CALIFORNIA CLASS Members or required business expenses they incurred in direct consequence of discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

24. From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANTS to use their own personal vehicles as a result of and in furtherance of their job duties as employees for DEFENDANTS. But for the use of their own personal vehicles, PLAINTIFF and the members of the CALIFORNIA CLASS could not complete their essential job duties. Notwithstanding, DEFENDANTS did not reimburse or indemnify PLAINTIFF or other CALIFORNIA CLASS Members for the cost associated with the use of their own personal vehicles for DEFENDANTS' benefit. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use their personal vehicles for work related issues including traveling between DEFENDANTS' locations for work related duties, without being reimbursed for mileage. As a result, in the course of their employment with DEFENDANTS, PLAINTIFF and the members of the CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal vehicles, all on behalf of and for the benefit of DEFENDANTS.

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1 **E. Wage Statement Violations**

2 25. California Labor Code Section 226 requires an employer to furnish its employees an  
3 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the  
4 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages  
5 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
6 employee and only the last four digits of the employee's social security number or an employee  
7 identification number other than a social security number, (8) the name and address of the legal entity  
8 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the  
9 corresponding number of hours worked at each hourly rate by the employee.

10 26. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
11 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed meal  
12 and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed to provide  
13 PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements  
14 which failed to show, among other things, the total hours worked and all applicable hourly rates in  
15 effect during the pay period and the corresponding amount of time worked at each hourly rate, correct  
16 rates of pay for penalty payments or missed meal and rest periods.

17 27. In addition to the violations described above, DEFENDANTS, from time to time, failed  
18 to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply  
19 with Cal. Lab. Code § 226. As a result, DEFENDANTS issued PLAINTIFF and the other members of  
20 the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,  
21 DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional  
22 payroll error due to clerical or inadvertent mistake.

23 **F. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

24 24. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and continue to  
25 fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all hours  
26 worked. Specifically, DEFENDANT from time-to-time required PLAINTIFF and the other members  
27 of the CALIFORNIA CLASS to perform off-the-clock work. Notwithstanding, from time-to-time  
28

1 DEFENDANTS failed to pay PLAINTIFF and other members of the CALIFORNIA CLASS necessary  
2 wages for performing work at DEFENDANTS' direction, request and benefit, while off-the clock.

3 25. During the CLASS PERIOD, from time-to-time DEFENDANTS required PLAINTIFF  
4 and other members of the CALIFORNIA CLASS to perform pre-shift work, including but not limited  
5 to, undergoing COVID-19 health screenings, which included temperature checks and health  
6 questionnaires. Further, PLAINTIFF and other CALIFORNIA CLASS Members were required to open  
7 and prepare the facility in each morning. This resulted in PLAINTIFF and other members of the  
8 CALIFORNIA CLASS to have to work while off-the-clock.

9 26. DEFENDANTS directed and directly benefited from the uncompensated off-the-clock  
10 work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

11 27. DEFENDANTS controlled the work schedules, duties, protocols, applications,  
12 assignments and employment conditions of PLAINTIFF and the other members of the CALIFORNIA  
13 CLASS.

14 28. DEFENDANTS were able to track the amount of time PLAINTIFF and the other members  
15 of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to document, track, or  
16 pay PLAINTIFF and the other members of the CALIFORNIA CLASS all wages earned and owed for  
17 all the work they performed, including off-the-clock work.

18 29. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt  
19 employees, subject to the requirements of the California Labor Code.

20 30. DEFENDANTS' policies and practices deprived PLAINTIFF and the other members of  
21 the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages owed for the off-  
22 the-clock work activities. Because PLAINTIFF and the other members of the CALIFORNIA CLASS  
23 typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day,  
24 DEFENDANTS' policies and practices also deprived them of overtime pay.

25 31. DEFENDANTS knew or should have known that PLAINTIFF and the other members of  
26 the CALIFORNIA CLASS off-the-clock work was compensable under the law.

27 32. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS forfeited  
28 wages due them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent

1 undergoing COVID-19 health screenings and opening the facility while off-the-clock. DEFENDANTS'  
2 uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS  
3 wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business  
4 records.

5 **G. CLASS ACTION ALLEGATIONS**

6 33. PLAINTIFF brings the First through Eighth Causes of Action as a class action pursuant  
7 to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current and former non-  
8 exempt California employees ("CALIFORNIA CLASS") during the period beginning four years prior  
9 to the filing of the Complaint and ending on a date determined by the Court ("CLASS PERIOD").

10 34. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been  
11 deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid  
12 minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal  
13 and rest period policies, failure to separately compensate rest periods, failed to reimburse for business  
14 expenses, failed to compensate for off-the-clock work, failure to provide accurate itemized wage  
15 statements, failure to maintain required records, and interest, statutory and civil penalties, attorney's  
16 fees, costs, and expenses.

17 35. The members of the class are so numerous that joinder of all class members is impractical.

18 36. Common questions of law and fact regarding DEFENDANTS' conduct, including but not  
19 limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate  
20 the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of  
21 compensation for missed meal and rest period premiums, failing to provide legally compliant meal and  
22 rest periods, failed to reimburse for business expenses, failure to provide accurate itemized wage  
23 statements accurate, and failure to ensure they are paid at least minimum wage and overtime, exist as to  
24 all members of the class and predominate over any questions affecting solely any individual members  
25 of the class. Among the questions of law and fact common to the class are:

- 26 a. Whether DEFENDANTS maintained legally compliant meal period  
27 policies and practices;  
28 b. Whether DEFENDANTS maintained legally compliant rest period

1 policies and practices;

2 c. Whether DEFENDANTS failed to pay PLAINTIFF and the  
3 CALIFORNIA CLASS Members accurate premium payments for missed  
4 meal and rest periods;

5 d. Whether DEFENDANTS failed to pay PLAINTIFF and the  
6 CALIFORNIA CLASS Members accurate overtime wages;

7 e. Whether DEFENDANTS failed to pay PLAINTIFF and the  
8 CALIFORNIA CLASS Members at least minimum wage for all hours  
9 worked;

10 f. Whether Defendants failed to compensate PLAINTIFF and the  
11 CALIFORNIA CLASS Members for required business expenses;

12 g. Whether DEFENDANTS issued legally compliant wage statements;

13 h. Whether DEFENDANTS committed an act of unfair competition by  
14 systematically failing to record and pay PLAINTIFF and the other members  
15 of the CALIFORNIA CLASS for all time worked;

16 i. Whether DEFENDANTS committed an act of unfair competition by  
17 systematically failing to record all meal and rest breaks missed by  
18 PLAINTIFF and other CALIFORNIA CLASS Members, even though  
19 DEFENDANTS enjoyed the benefit of this work, required employees to  
20 perform this work and permits or suffers to permit this work;

21 j. Whether DEFENDANTS committed an act of unfair competition in  
22 violation of the UCL, by failing to provide the PLAINTIFF and the other  
23 members of the CALIFORNIA CLASS with the legally required meal and  
24 rest periods.

25 37. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result  
26 of DEFENDANTS' conduct and actions alleged herein.

27 38. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same  
28 interests as the other members of the class.

1           39. PLAINTIFF will fairly and adequately represent and protect the interests of the  
2 CALIFORNIA CLASS Members.

3           40. PLAINTIFF retained able class counsel with extensive experience in class action  
4 litigation.

5           41. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests  
6 of the other CALIFORNIA CLASS Members.

7           42. There is a strong community of interest among PLAINTIFF and the members of the  
8 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient  
9 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained.

10          43. The questions of law and fact common to the CALIFORNIA CLASS Members  
11 predominate over any questions affecting only individual members, including legal and factual issues  
12 relating to liability and damages.

13          44. A class action is superior to other available methods for the fair and efficient adjudication  
14 of this controversy because joinder of all class members is impractical. Moreover, since the damages  
15 suffered by individual members of the class may be relatively small, the expense and burden of  
16 individual litigation makes it practically impossible for the members of the class individually to redress  
17 the wrongs done to them. Without class certification and determination of declaratory, injunctive,  
18 statutory and other legal questions within the class format, prosecution of separate actions by individual  
19 members of the CALIFORNIA CLASS will create the risk of:

20           a. Inconsistent or varying adjudications with respect to individual members of the  
21 CALIFORNIA CLASS which would establish incompatible standards of conduct for the  
22 parties opposing the CALIFORNIA CLASS; and/or,

23           b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
24 which would as a practical matter be dispositive of the interests of the other members not  
25 party to the adjudication or substantially impair or impeded their ability to protect their  
26 interests.

27          45. Class treatment provides manageable judicial treatment calculated to bring an efficient  
28 and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of

1 DEFENDANTS.

2 **FIRST CAUSE OF ACTION**

3 **For Unlawful Business Practices**

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

5 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

6 46. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
7 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

8 47. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code §  
9 17021.

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

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

21 Cal. Bus. & Prof. Code § 17203.

22 49. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA  
23 CLASS Members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in  
24 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the  
25 “UCL”), by engaging and continuing to engage in business practices which violates California law,  
26 including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations  
27 and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,  
28 1197, 1197.1, 1198, & 2802 for which this Court should issue declaratory and other equitable relief

1 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct  
2 held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

8 51. By the conduct alleged herein, DEFENDANTS' practices were deceptive and fraudulent  
9 in that DEFENDANTS' uniform policy and practice failed to, *inter alia*, provide the legally mandated  
10 meal and rest periods, the required accurate amount of compensation for missed meal and rest periods,  
11 overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic  
12 business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial  
13 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this  
14 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including  
15 restitution of wages wrongfully withheld.

16 52. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and  
17 deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the other members of  
18 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

19 53. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and  
20 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to, *inter alia*,  
21 provide the legally mandated meal and rest periods, the required accurate amount of compensation for  
22 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage  
23 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.  
24 Labor Code.

25 54. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each  
26 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty meal period  
27 was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in  
28 which a second off-duty meal period was not timely provided for each ten (10) hours of work.



1           55.     PLAINTIFF further demands on behalf of himself and on behalf of each CALIFORNIA  
2 CLASS Member, one (1) hour of pay for each workday in which an off duty paid rest period was not  
3 timely provided as required by law.

4           56.     PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the  
5 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately  
6 calculated overtime and missed meal and rest periods premiums.

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

13           58.     All the acts described herein as violations of, among other things, the Industrial Welfare  
14 Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were  
15 unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were  
16 deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal.  
17 Bus. & Prof. Code §§ 17200, *et seq.*

18           59.     PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do,  
19 seek such relief as may be necessary to restore to them the money and property which DEFENDANTS  
20 has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been  
21 deprived, by means of the above described unlawful and unfair business practices, including earned but  
22 unpaid wages for all overtime worked.

23           60.     PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to,  
24 and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and  
25 that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and  
26 unfair business practices in the future.

27           61.     PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy  
28 and/or adequate remedy at law that will end the unlawful and unfair business practices of

1 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result  
2 of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of  
3 the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic  
4 harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair  
5 business practices.

6 **SECOND CAUSE OF ACTION**

7 **For Failure to Pay Overtime Compensation**

8 **[Cal. Lab. Code §§ 510, *et seq.*]**

9 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

10 62. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

12 63. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period  
13 beginning four years prior to the filing of the Complaint and the present (“CLASS PERIOD”) bring a  
14 claim for DEFENDANTS’ willful and intentional violations of the California Labor Code and the  
15 Industrial Welfare Commission requirements for DEFENDANTS’ failure to pay these employees for  
16 all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve  
17 (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

27 67. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members were  
28 required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they worked

1 or were not accurately compensated for all overtime hours worked.

2 68. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
3 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a  
4 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other  
5 CALIFORNIA CLASS Members and denied accurate compensation to PLAINTIFF and the other  
6 members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed  
7 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours  
8 in any workweek.

9 69. In committing these violations of the California Labor Code, DEFENDANTS inaccurately  
10 calculated the amount of overtime worked and the applicable overtime rates and consequently underpaid  
11 the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS.  
12 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits  
13 in violation of the California Labor Code, the Industrial Welfare Commission requirements and other  
14 applicable laws and regulations.

15 70. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
16 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for  
17 all overtime worked.

18 71. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the  
19 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other  
20 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the  
21 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude  
22 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on  
23 behalf of himself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-  
24 negotiable, non-waivable rights provided by the State of California.

25 72. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA  
26 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned  
27 wages.

28 73. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the

1 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum  
2 hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF  
3 and the other members of the CALIFORNIA CLASS were required to work, and did in fact work,  
4 overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime  
5 rate as evidenced by DEFENDANTS' business records and witnessed by employees.

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

11 75. DEFENDANTS knew or should have known that PLAINTIFF and the other members of  
12 the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS  
13 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay  
14 employees for their labor as a matter of uniform company policy, practice and procedure, and  
15 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other  
16 members of the CALIFORNIA CLASS for overtime worked.

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

24 77. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request  
25 recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as  
26 well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the  
27 California Labor Code and/or other applicable statutes. To the extent overtime compensation is  
28 determined to be owed to the CALIFORNIA CLASS Members who have terminated their employment,

1 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals  
2 are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought  
3 herein on behalf of these CALIFORNIA CLASS Members. DEFENDANTS' conduct as alleged herein  
4 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS  
5 Members are entitled to seek and recover statutory costs.

6 **THIRD CAUSE OF ACTION**

7 **For Failure to Pay Minimum Wages**

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

9 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

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

12 79. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
13 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial  
14 Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay  
15 minimum wages to PLAINTIFF and CALIFORNIA CLASS Members during the CLASS PERIOD.

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

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

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

23 83. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other  
24 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For  
25 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to  
26 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without  
27 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to  
28 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members

1 of the CALIFORNIA CLASS.

2 84. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
3 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a  
4 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members  
5 of the CALIFORNIA CLASS in regard to minimum wage pay.

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

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

14 87. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA  
15 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all earned  
16 wages.

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

22 89. DEFENDANTS knew or should have known that PLAINTIFF and the other members of  
23 the CALIFORNIA CLASS were under compensated for their time worked. DEFENDANTS  
24 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay  
25 employees for their labor as a matter of uniform company policy, practice and procedure, and  
26 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other  
27 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

28 90. In performing the acts and practices herein alleged in violation of California labor laws,

1 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide  
2 them with the requisite compensation, DEFENDANTS acted and continue to act intentionally,  
3 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS  
4 with a conscious and utter disregard for their legal rights, or the consequences to them, and with the  
5 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury  
6 in order to increase company profits at the expense of these employees.

7 91. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request  
8 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of  
9 any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code  
10 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed  
11 to the CALIFORNIA CLASS Members who have terminated their employment, DEFENDANTS'  
12 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled  
13 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of  
14 these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful,  
15 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are  
16 entitled to seek and recover statutory costs.

17 **FOURTH CAUSE OF ACTION**

18 **For Failure to Provide Required Meal Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

21 92. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

23 93. During the CLASS PERIOD, from time to time, DEFENDANTS failed to provide all the  
24 legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as  
25 required by the applicable Wage Order and Labor Code. The nature of the work performed by  
26 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being relieved  
27 of all their duties for the legally required off-duty meal periods. As a result of their rigorous work  
28 schedules, PLAINTIFF and other CALIFORNIA CLASS Members were from time to time not fully

1 relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to  
2 provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks prior  
3 to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records from time to time.  
4 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a  
5 second off-duty meal period in some workdays in which these employees were required by  
6 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of the  
7 CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in  
8 accordance with DEFENDANTS' strict corporate policy and practice.

9 94. DEFENDANTS further violate California Labor Code §§ 226.7 and the applicable IWC  
10 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not  
11 provided a meal period, in accordance with the applicable Wage Order, one additional hour of  
12 compensation at each employee's regular rate of compensation for each workday that a meal period was  
13 not provided.

14 95. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA  
15 CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned  
16 and due, interest, penalties, expenses and costs of suit.

17 **FIFTH CAUSE OF ACTION**

18 **For Failure to Provide Required Rest Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

21 96. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

23 97. During the CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS Members  
24 were from time to time required to work in excess of four (4) hours without being provided ten (10)  
25 minute rest periods. Further, these employees were denied their first rest periods of at least ten (10)  
26 minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at  
27 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second  
28 and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from



1 time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-  
2 hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other  
3 CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS  
4 and DEFENDANTS' managers.

5 98. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC  
6 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not  
7 provided a rest period, in accordance with the applicable Wage Order, one additional hour of  
8 compensation at each employee's regular rate of compensation for each workday that rest period was  
9 not provided.

10 99. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA  
11 CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned  
12 and due, interest, penalties, expenses and costs of suit.

13 **SIXTH CAUSE OF ACTION**

14 **For Failure to Reimburse Employees for Required Expenses**

15 **[Cal. Lab. Code § 2802]**

16 **(By PLAINTIFF Against All Defendants)**

17 98. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

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

25 100. From time-to-time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab. Code  
26 § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the CALIFORNIA  
27 CLASS for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit.  
28 DEFENDANTS failed to reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for

1 expenses which included, but were not limited to, costs related to using their personal vehicles all on  
2 behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFF and the members of the  
3 CALIFORNIA CLASS were required by DEFENDANTS to use their personal vehicles to execute their  
4 essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and  
5 procedure was to not reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for  
6 expenses resulting from using their personal vehicles for DEFENDANTS within the course and scope  
7 of their employment for DEFENDANTS. These expenses were necessary to complete their principal  
8 job duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of their  
9 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the  
10 members of the CALIFORNIA CLASS, DEFENDANTS failed to indemnify and reimburse  
11 PLAINTIFF and the members of the CALIFORNIA CLASS for these expenses as an employer is  
12 required to do under the laws and regulations of California.

13 101. PLAINTIFF therefore demands reimbursement on behalf of the members of the  
14 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and on behalf  
15 of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest at the statutory  
16 rate and costs under Cal. Lab. Code § 2802.

17 **SEVENTH CAUSE OF ACTION**

18 **For Failure to Provide Accurate Itemized Statements**

19 **[Cal. Lab. Code §§ 226 and 226.2]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

21 102. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

- 25 1. Gross wages earned;
- 26 2. Total hours worked by the employee, except for any employee  
27 whose compensation is solely based on a salary and who is exempt from  
28 payment of overtime under subdivision (a) of Section 515 or any applicable

1 order of the Industrial Welfare Commission;

2 3. The number of piece-rate units earned and any applicable piece rate  
3 if the employee is paid on a piece-rate basis;

4 4. All deductions, provided that all deductions made on written orders  
5 of the employee may be aggregated and shown as one item;

6 5. Net wages earned;

7 6. The inclusive dates of the period for which the employee is paid,

8 7. The name of the employee and his or her social security number,  
9 except that by January 1, 2008, only the last four digits of his or her social  
10 security number or an employee identification number other than a social  
11 security number may be shown on the itemized statement,

12 8. The name and address of the legal entity that is the employer, and

13 9. All applicable hourly rates in effect during the pay period and the  
14 corresponding number of hours worked at each hourly rate by the employee.

15 104. During the CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the  
16 other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed  
17 to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3)  
18 gross wages earned; (4) the correct name and address of the legal entity that is the employer; and (5)  
19 the last four (4) digits of employee's social security number or an employee identification number all  
20 applicable hourly rates in effect during the pay period and the corresponding number of hours worked  
21 at each hourly rate by the employee in violation of California Labor Code Section 226(a).

22 105. Further, DEFENDANTS violated California Labor Code Section 226(a)(8) by failing to  
23 provide the name and address of the legal entity that is the employer. In addition to the foregoing,  
24 DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the  
25 CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226.

26 106. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code §  
27 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA  
28 CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for

1 the overtime worked and the amount of employment taxes which were not properly paid to state and  
2 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other  
3 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00)  
4 for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each  
5 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and  
6 penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time  
7 of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective  
8 member of the CALIFORNIA CLASS herein.

9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES WHEN DUE**

11 **(Cal Lab. Code §§201, 202, 203)**

12 **((By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS))**

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

15 108. Cal. Lab. Code § 200 provides that:

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

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

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

27 If an employee not having a written contract for a definite period  
28 quits his or her employment, his or her wages shall become due and

1 payable not later than 72 hours thereafter, unless the employee has  
2 given 72 hours previous notice of his or her intention to quit, in  
3 which case the employee is entitled to his or her wages at the time  
4 of quitting. Notwithstanding any other provision of law, an  
5 employee who quits without providing a 72-hour notice shall be  
6 entitled to receive payment by mail if he or she so requests and  
7 designates a mailing address. The date of the mailing shall constitute  
8 the date of payment for purposes of the requirement to provide  
9 payment within 72 hours of the notice of quitting.

10 111. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS Members'  
11 employment contract.

12 112. Cal. Lab. Code § 203 provides:

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

19 113. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated,  
20 and DEFENDANTS has not tendered payment of wages, to these employees who missed meal and rest  
21 breaks, as required by law.

22 114. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members  
23 of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to thirty days of pay  
24 as penalty for not paying all wages due at time of termination for all employees who terminated  
25 employment during the CLASS PERIOD and demands an accounting and payment of all wages due,  
26 plus interest and statutory costs as allowed by law.

27  
28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

3 1. On behalf of the CALIFORNIA CLASS:

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

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

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

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

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

16 1. Compensatory damages, according to proof at trial, including compensatory  
17 damages for minimum wage compensation, overtime compensation, and unreimbursed  
18 business expenses due PLAINTIFF and the other members of the CALIFORNIA  
19 CLASS, during the applicable CALIFORNIA CLASS PERIOD plus interest thereon at  
20 the statutory rate;

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

26 3. Meal and rest period compensation pursuant to California Labor Code Section  
27 226.7, 512 and the applicable IWC Wage Order;

1 4. For liquidated damages pursuant to California Labor Code Sections 1194.2 and  
2 1197; and

3 5. The wages of all terminated employees as a penalty from the due date thereof at  
4 the same rate until paid or until an action therefore is commenced, in accordance with  
5 Cal. Lab. Code § 203.

6 2. On all claims:


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

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

9 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,  
10 including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

11  
12 Dated: October 1, 2021

Respectfully Submitted,  
JCL LAW FIRM, A.P.C.


13  
14 By:   
15 Jean-Claude Lapuyade  
16 Attorneys for PLAINTIFF

17  
18  
19 **DEMAND FOR JURY TRIAL**

20 PLAINTIFF demands a jury trial on all issues triable to a jury.

21  
22 Dated: October 1, 2021

Respectfully Submitted,  
JCL LAW FIRM, A.P.C.

23  
24 By:   
25 Jean-Claude Lapuyade  
26 Attorneys for PLAINTIFF

**SENDER: COMPLETE THIS SECTION**

**COMPLETE THIS SECTION ON DELIVERY**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature

X 

- Agent
- Addressee

B. Received by (Printed Name)

Karen Sanchez

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

Caboza 10-1-21

1. Article Addressed to:

Central Neighborhood Health  
Foundation  
c/o Jose P. Escamilla  
714 W. Olympic Blvd, Suite 80  
Los Angeles, CA 90015



9590 9402 6744 1060 3011 41

3. Service Type

- Adult Signature
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