

### SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:**

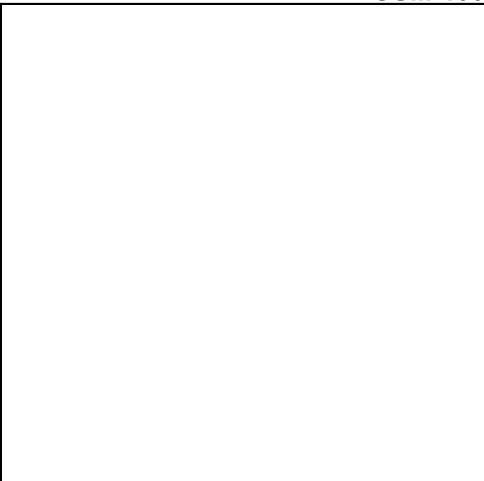
**(AVISO AL DEMANDADO):**

MEADOWBROOK ASSISTED LIVING LLC, a California limited liability company; SLH AGOURA HILLS MANAGER, LLC, an Illinois limited liability company; and DOES 1-50, Inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:**

**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

WENDY LEAL HERERRA, an individual, on behalf of herself, 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: **22STCV34427**  
*(Número del Caso):*

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):*

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Sherri R. Carter Executive Officer / Clerk of Court

DATE: 10/27/2022

*(Fecha)*

Clerk, by G. Carini, Deputy  
*(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:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other *(specify)*:
4.  by personal delivery on *(date)*:



Electronically FILED by Superior Court of California, County of Los Angeles on 10/27/2022 10:45 AM Sherri R. Carter, Executive Officer/Clerk of Court, by G. Carini, Deputy Clerk

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Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

WENDY LEAL HERERRA, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiffs,

v.

MEADOWBROOK ASSISTED LIVING LLC, a California limited liability company; SLH AGOURA HILLS MANAGER, LLC, an Illinois limited liability company; and DOES 1-50, Inclusive,

Defendants.

Case No: **22STCV34427**

**CLASS ACTION COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 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 EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
  - 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
  - 8) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
  - 9) VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ

**DEMAND FOR A JURY TRIAL**

PLAINTIFF WENDY LEAL HERRERA (“PLAINTIFF”), an individual, on behalf of herself and all other similarly situated current and former employees, allege on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

**PRELIMINARY ALLEGATIONS**

1. Defendant MEADOWBROOK ASSISTED LIVING LLC (“Defendant Meadowbrook”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant SLH AGOURA HILLS MANAGER, LLC (“Defendant SLH”) is an Illinois limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant Meadowbrook and Defendant SLH were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed work for respectively and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS” and/or “DEFENDANT.”

4. DEFENDANTS own, operate, and/or manage a senior living community in the county of Los Angeles, where PLAINTIFF worked.

1           5.     PLAINTIFF was employed by DEFENDANT in California from October of 2020  
2 to March of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to the legally  
3 required meal and rest periods and payment of minimum and overtime wages due for all time  
4 worked.

5           6.     PLAINTIFF brings this Class Action on behalf of herself and a California class,  
6 defined as all persons who are or previously were employed by Defendant Meadowbrook and/or  
7 Defendant SLH in California and classified as non-exempt employees (the “CALIFORNIA  
8 CLASS”) at any time during the period beginning four (4) years prior to the filing of this  
9 Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The  
10 amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is under  
11 five million dollars (\$5,000,000.00).

12           7.     PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA  
13 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during  
14 the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice which failed to  
15 lawfully compensate these employees. DEFENDANT’s uniform policy and practice alleged  
16 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained  
17 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA  
18 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction  
19 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the  
20 other members of the CALIFORNIA CLASS who have been economically injured by  
21 DEFENDANT’s past and current unlawful conduct, and all other appropriate legal and equitable  
22 relief.

23           8.     The true names and capacities, whether individual, corporate, subsidiary,  
24 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are  
25 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious  
26 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this  
27 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are  
28 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief

1 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,  
2 inclusive, are responsible in some manner for one or more of the events and happenings that  
3 proximately caused the injuries and damages hereinafter alleged.

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

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

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

23         12.    DEFENDANT's uniform policies and practices alleged herein were unlawful,  
24 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain  
25 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

26         13.    PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction  
27 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and  
28 other members of the CALIFORNIA CLASS who has been economically injured by

1 DEFENDANT’s past and current unlawful conduct, and all other appropriate legal and equitable  
2 relief.

3 **JURISDICTION AND VENUE**

4 14. This Court has jurisdiction over this Action pursuant to California Code of Civil  
5 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
6 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of  
7 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

8 15. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
9 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs  
10 the CALIFORNIA CLASS across California, including in this County, and committed the  
11 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

12 **THE CONDUCT**

13 16. In violation of the applicable sections of the California Labor Code and the  
14 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a  
15 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically  
16 failed to provide legally compliant meal and rest periods, failed to accurately compensate  
17 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest  
18 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all  
19 time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS  
20 for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA  
21 CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other  
22 members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse  
23 PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue  
24 to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage  
25 statements showing, among other things, all applicable hourly rates in effect during the pay  
26 periods and the corresponding amount of time worked at each hourly rate. DEFENDANT’s  
27 uniform policies and practices are intended to purposefully avoid the accurate and full payment  
28 for all time worked as required by California law which allows DEFENDANT to illegally profit

1 and gain an unfair advantage over competitors who comply with the law. To the extent equitable  
2 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS  
3 PERIOD should be adjusted accordingly.

4 **A. Meal Period Violations**

5 17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
6 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,  
7 meaning the time during which an employee is subject to the control of an employer, including  
8 all the time the employee is suffered or permitted to work. From time to time during the CLASS  
9 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work  
10 without paying them for all the time they were under DEFENDANT's control. Specifically,  
11 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be  
12 PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not  
13 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS  
14 Members forfeited minimum wage and overtime compensation by regularly working without their  
15 time being accurately recorded and without compensation at the applicable minimum wage and  
16 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other  
17 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business  
18 records.

19 18. From time to time during the CLASS PERIOD, as a result of their rigorous work  
20 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other  
21 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty  
22 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
23 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for  
24 more than five (5) hours during some shifts without receiving a meal break. Further,  
25 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second  
26 off-duty meal period for some workdays in which these employees are required by DEFENDANT  
27 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other  
28 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-

1 duty” meal period exception. When they were provided with meal periods, PLAINTIFF and other  
2 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.  
3 DEFENDANT’s failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with  
4 legally required meal breaks is evidenced by DEFENDANT’s business records. PLAINTIFF and  
5 other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional  
6 compensation and in accordance with DEFENDANT’s strict corporate policy and practice.

7 **B. Rest Period Violations**

8 19. From time to time during the CLASS PERIOD, PLAINTIFF and other  
9 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without  
10 being provided ten (10) minute rest periods as a result of their rigorous work requirements and  
11 DEFENDANT’s inadequate staffing. Further, for the same reasons, these employees were denied  
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
13 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some  
14 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and  
15 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from  
16 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA  
17 CLASS Members were, from time to time, required to remain on duty and/or on call. PLAINTIFF  
18 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*  
19 thereof. As a result of their rigorous work schedules and DEFENDANT’s inadequate staffing,  
20 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their  
21 proper rest periods by DEFENDANT and DEFENDANT’s managers.

22 **C. Unreimbursed Business Expenses**

23 20. DEFENDANT as a matter of corporate policy, practice, and procedure,  
24 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF  
25 and the other CALIFORNIA CLASS Members for required business expenses incurred by the  
26 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging  
27 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers  
28 are required to indemnify employees for all expenses incurred in the course and scope of their



1 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her  
2 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
3 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,  
4 even though unlawful, unless the employee, at the time of obeying the directions, believed them  
5 to be unlawful."

6 21. In the course of their employment, DEFENDANT required PLAINTIFF and other  
7 CALIFORNIA CLASS Members to incur personal expenses for the use of their personal cell  
8 phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other  
9 CALIFORNIA CLASS Members were required to use their personal cell phones in order to  
10 perform work related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF  
11 and other CALIFORNIA CLASS Members for the use of their personal cell phones. As a result,  
12 in the course of their employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA  
13 CLASS Members incurred unreimbursed business expenses that included, but were not limited  
14 to, costs related to the use of personal cell phones all on behalf of and for the benefit of  
15 DEFENDANT.

16 **D. Wage Statement Violations**

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

25 23. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
26 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for  
27 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also  
28 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and

1 accurate wage statements which failed to show, among other things, all deductions, the total hours  
2 worked and all applicable hourly rates in effect during the pay period, and the corresponding  
3 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed  
4 meal and rest periods. Further, DEFENDANT from time to time failed to provide wage  
5 statements to PLAINTIFF and the CALIFORNIA CLASS Members that listed the correct name  
6 of the legal entity that employed PLAINTIFF and the CALIFORNIA CLASS Members.  
7 Additionally, DEFENDANT from time to time failed to provide wage statements to PLAINTIFF  
8 and the CALIFORNIA that listed the correct applicable hourly rates of pay for items including,  
9 but not limited to, “Double Time.”

10 24. In addition to the foregoing, DEFENDANT, from time to time, failed to provide  
11 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
12 Cal. Lab. Code § 226.

13 25. As a result, DEFENDANT issued PLAINTIFF and other members of the  
14 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,  
15 DEFENDANT’s violations are knowing and intentional, were not isolated due to an unintentional  
16 payroll error due to clerical or inadvertent mistake.

17 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

18 26. During the CLASS PERIOD, from time-to-time DEFENDANT failed and  
19 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS  
20 for all hours worked.

21 27. During the CLASS PERIOD, from time-to-time DEFENDANT required  
22 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
23 working. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have  
24 to work while off-the-clock.

25 28. During the CLASS PERIOD, from time-to-time DEFENDANT required  
26 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
27 work, including but not limited to, submitting to Covid-19 health screenings, including  
28 undergoing temperature checks, oxygen level assessments, and documenting the respective

1 readings. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have  
2 to work while off-the-clock.

3 29. DEFENDANT directed and directly benefited from the undercompensated off-the-  
4 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

5 30. DEFENDANT controlled the work schedules, duties, and protocols, applications,  
6 assignments, and employment conditions of PLAINTIFF and the other members of the  
7 CALIFORNIA CLASS.

8 31. DEFENDANT was able to track the amount of time PLAINTIFF and the other  
9 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to  
10 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
11 wages earned and owed for all the work they performed.

12 32. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-  
13 exempt employees, subject to the requirements of the California Labor Code.

14 33. DEFENDANT's policies and practices deprived PLAINTIFF and the other  
15 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed  
16 for the off-the-clock work activities. Because PLAINTIFF and the other members of the  
17 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than  
18 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime  
19 pay.

20 34. DEFENDANT knew or should have known that PLAINTIFF and the other  
21 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

22 35. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
23 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and  
24 benefit for the time spent working while off-the-clock, including but not limited to, time spent  
25 submitting to Covid-19 health screenings including undergoing temperature checks, oxygen level  
26 assessments, and documenting the respective readings. DEFENDANT's uniform policy and  
27 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all  
28

1 hours worked in accordance with applicable law is evidenced by DEFENDANT’s business  
2 records.

3 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**  
4 **and Redeemed Sick Pay**

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

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

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

25 39. However, from-time-to-time, when calculating the regular rate of pay, in those pay  
26 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double  
27 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-  
28 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus

1 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked  
2 rather than just all non-overtime hours worked. Management and supervisors described the  
3 incentive/bonus program to potential and new employees as part of the compensation package.  
4 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA  
5 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted  
6 in a systematic underpayment of overtime and double time compensation, meal and rest period  
7 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by  
8 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time  
9 for non-employees shall be calculated in the same manner as the regular rate of pay for the  
10 workweek in which the non-exempt employee uses paid sick time, whether or not the employee  
11 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by  
12 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of  
13 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is  
14 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

15 40. In violation of the applicable sections of the California Labor Code and the  
16 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a  
17 matter of company policy, practice, and procedure, intentionally and knowingly failed to  
18 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate  
19 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.  
20 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment  
21 of the correct overtime and double time compensation, meal and rest period premiums, and sick  
22 pay as required by California law which allowed DEFENDANT to illegally profit and gain an  
23 unfair advantage over competitors who complied with the law. To the extent equitable tolling  
24 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the  
25 CLASS PERIOD should be adjusted accordingly.

26 **G. Violations for Untimely Payment of Wages**

27 41. Pursuant to California Labor Code section 204, PLAINTIFF and the  
28 CALIFORNIA CLASS members were entitled to timely payment of wages during their

1 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not  
2 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,  
3 meal period premium wages, and rest period premium wages within permissible time period.

#### 4 **H. Unlawful Deductions**

5 42. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF  
6 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do  
7 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,  
8 DEFENDANTS violated Labor Code § 221.

9 43. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
10 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.  
11 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)  
12 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to  
13 provide PLAINTIFF with a second off-duty meal period each workday in which she was required  
14 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF  
15 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.  
16 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was  
17 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks  
18 without additional compensation and in accordance with DEFENDANT'S strict corporate policy  
19 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to  
20 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF  
21 for required business expenses related to the use of her personal cell phone, on behalf of and in  
22 furtherance of her employment with DEFENDANT. To date, DEFENDANT has not fully paid  
23 PLAINTIFF the minimum, overtime and double time compensation still owed to her or any  
24 penalty wages owed to her under Cal. Lab. Code § 203. The amount in controversy for  
25 PLAINTIFF individually does not exceed the sum or value of \$75,000.

#### 26 **CLASS ACTION ALLEGATIONS**

27 44. PLAINTIFF bring this Class Action on behalf of herself, and a California class  
28 defined as all persons who are or previously were employed by Defendant Meadowbrook and/or

1 Defendant SLH in California and classified as non-exempt employees (the “CALIFORNIA  
2 CLASS”) at any time during the period beginning four (4) years prior to the filing of this  
3 Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

4 45. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been  
5 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
6 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,  
7 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate  
8 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain  
9 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

10 46. The members of the class are so numerous that joinder of all class members is  
11 impractical.

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

- 21 a. Whether DEFENDANT maintained legally compliant meal period policies and  
22 practices;
- 23 b. Whether DEFENDANT maintained legally compliant rest period policies and  
24 practices;
- 25 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS  
26 Members accurate premium payments for missed meal and rest periods;
- 27 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS  
28 Members accurate overtime wages;

- 1 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 2 Members at least minimum wage for all hours worked;
- 3 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
- 4 CLASS Members for required business expenses;
- 5 g. Whether DEFENDANT issued legally compliant wage statements;
- 6 h. Whether DEFENDANT committed an act of unfair competition by systematically
- 7 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
- 8 CLASS for all time worked;
- 9 i. Whether DEFENDANT committed an act of unfair competition by systematically
- 10 failing to record all meal and rest breaks missed by PLAINTIFF and other
- 11 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
- 12 of this work, required employees to perform this work and permits or suffers to
- 13 permit this work;
- 14 j. Whether DEFENDANT committed an act of unfair competition in violation of the
- 15 UCL, by failing to provide the PLAINTIFF and the other members of the
- 16 CALIFORNIA CLASS with the legally required meal and rest periods.

17 48. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as  
18 a result of DEFENDANT’s conduct and actions alleged herein.

19 49. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and  
20 PLAINTIFF have the same interests as the other members of the class.

21 50. PLAINTIFF will fairly and adequately represent and protect the interests of the  
22 CALIFORNIA CLASS Members.

23 51. PLAINTIFF retained able class counsel with extensive experience in class action  
24 litigation.

25 52. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the  
26 interest of the other CALIFORNIA CLASS Members.

27 53. There is a strong community of interest among PLAINTIFF and the members of  
28 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are



1 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
2 sustained.

3         54. The questions of law and fact common to the CALIFORNIA CLASS Members  
4 predominate over any questions affecting only individual members, including legal and factual  
5 issues relating to liability and damages.

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

- 14             a. Inconsistent or varying adjudications with respect to individual members of the  
15                 CALIFORNIA CLASS which would establish incompatible standards of conduct  
16                 for the parties opposing the CALIFORNIA CLASS; and/or,
- 17             b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
18                 which would as a practical matter be dispositive of the interests of the other  
19                 members not party to the adjudication or substantially impair or impeded their  
20                 ability to protect their interests.

21         56. Class treatment provides manageable judicial treatment calculated to bring an  
22 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of  
23 the conduct of DEFENDANT.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

3 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

8 58. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.  
9 Code § 17021.

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

14 Any person who engages, has engaged, or proposes to engage in unfair competition may  
15 be enjoined in any court of competent jurisdiction. The court may make such orders or  
16 judgments, including the appointment of a receiver, as may be necessary to prevent the  
17 use or employment by any person of any practice which constitutes unfair competition, as  
18 defined in 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 means of such  
20 unfair competition. (Cal. Bus. & Prof. Code § 17203).

21 60. By the conduct alleged herein, DEFENDANT has engaged and continues to  
22 engage in a business practice which violates California law, including but not limited to, the  
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
24 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and  
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.  
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 61. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair  
in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous  
or substantially injurious to employees, and were without valid justification or utility for which

1 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California  
2 Business & Professions Code, including restitution of wages wrongfully withheld.

3 62. By the conduct alleged herein, DEFENDANT's practices were deceptive and  
4 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally  
5 mandated meal and rest periods and the required amount of compensation for missed meal and  
6 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all  
7 necessary business expenses incurred, due to a systematic business practice that cannot be  
8 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission  
9 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should  
10 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including  
11 restitution of wages wrongfully withheld.

12 63. By the conduct alleged herein, DEFENDANT's practices were also unlawful,  
13 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the  
14 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
15 DEFENDANT.

16 64. By the conduct alleged herein, DEFENDANT's practices were also unfair and  
17 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide  
18 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as  
19 required by Cal. Lab. Code §§ 226.7 and 512.

20 65. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each  
21 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
22 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for  
23 each workday in which a second off-duty meal period was not timely provided for each ten (10)  
24 hours of work.

25 66. PLAINTIFF further demands on behalf of herself and on behalf of each  
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
27 not timely provided as required by law.  
28

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

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

12           69. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
13 and do, seek such relief as may be necessary to restore to them the money and property which  
14 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the  
15 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair  
16 business practices, including earned but unpaid wages for all time worked.

17           70. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
18 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,  
19 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from  
20 engaging in any unlawful and unfair business practices in the future.

21           71. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
22 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of  
23 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a  
24 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
25 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
26 and economic harm unless DEFENDANT is restrained from continuing to engage in these  
27 unlawful and unfair business practices.

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

7           80. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
9 minimum wage compensation for their time worked for DEFENDANT.

10           81. During the CLASS PERIOD, PLAINTIFF and the other members of the  
11 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a  
12 failure to pay all earned wages.

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

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

25           84. In performing the acts and practices herein alleged in violation of California labor  
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
27 and provide them with the requisite compensation, DEFENDANT acted and continues to act  
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the  
2 consequences to them, and with the despicable intent of depriving them of their property and legal  
3 rights, and otherwise causing them injury in order to increase company profits at the expense of  
4 these employees.

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

### 16 **THIRD CAUSE OF ACTION**

#### 17 **Failure To Pay Overtime Compensation**

18 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

20 86. 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  
22 Complaint.

23 87. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
24 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial  
25 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all  
26 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or  
27 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.  
28

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

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

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

10          91. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members  
11 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time  
12 they worked, including overtime work.

13          92. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,  
14 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of  
15 implementing a uniform policy and practice that failed to accurately record overtime worked by  
16 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to  
17 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,  
18 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve  
19 (12) hours in a workday, and/or forty (40) hours in any workweek.

20          93. In committing these violations of the California Labor Code, DEFENDANT  
21 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
22 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal  
23 attempt to avoid the payment of all earned wages, and other benefits in violation of the California  
24 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and  
25 regulations.

26          94. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
27 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
28 overtime compensation for their time worked for DEFENDANT.



1           95. Cal. Lab. Code § 515 sets out various categories of employees who are exempt  
2 from the overtime requirements of the law. None of these exemptions are applicable to  
3 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the  
4 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining  
5 agreement that would preclude the causes of action contained herein this Complaint. Rather,  
6 PLAINTIFF bring this Action on behalf of herself, and the CALIFORNIA CLASS, based on  
7 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of  
8 California.

9           96. During the CLASS PERIOD, PLAINTIFF and the other members of the  
10 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting  
11 a failure to pay all earned wages.

12           97. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
14 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even  
15 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required  
16 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT  
17 failed to accurately record and pay as evidenced by DEFENDANT's business records and  
18 witnessed by employees.

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

24           99. DEFENDANT knew or should have known that PLAINTIFF and the other  
25 members of the CALIFORNIA CLASS were undercompensated for their time worked.  
26 DEFENDANT systematically elected, either through intentional malfeasance or gross  
27 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and  
28 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF

1 and the other members of the CALIFORNIA CLASS the correct overtime wages for their  
2 overtime worked.

3 100. In performing the acts and practices herein alleged in violation of California labor  
4 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
5 and provide them with the requisite compensation, DEFENDANT acted and continues to act  
6 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the  
7 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the  
8 consequences to them, and with the despicable intent of depriving them of their property and legal  
9 rights, and otherwise causing them injury in order to increase company profits at the expense of  
10 these employees.

11 101. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS  
12 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the  
13 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the  
14 California Labor Code and/or other applicable statutes. To the extent overtime compensation is  
15 determined to be owed to the CALIFORNIA CLASS Members who have terminated their  
16 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore  
17 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which  
18 penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional,  
19 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are  
20 entitled to seek and recover statutory costs.

21 **FOURTH CAUSE OF ACTION**

22 **Failure To Provide Required Meal Periods**

23 **(Cal. Lab. Code §§ 226.7 & 512)**

24 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

25 102. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and  
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
27 Complaint.  
28

1           103. During the CLASS PERIOD, DEFENDANT failed to provide all the legally  
2 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as  
3 required by the applicable Wage Order and Labor Code. The nature of the work performed by  
4 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being  
5 relieved of all of their duties for the legally required off-duty meal periods. As a result of their  
6 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not  
7 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's  
8 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required  
9 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business  
10 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS  
11 Members with a second off-duty meal period in some workdays in which these employees were  
12 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other  
13 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation  
14 and in accordance with DEFENDANT's strict corporate policy and practice.

15           104. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable  
16 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members  
17 who were not provided a meal period, in accordance with the applicable Wage Order, one  
18 additional hour of compensation at each employee's regular rate of pay for each workday that a  
19 meal period was not provided.

20           105. As a proximate result of the aforementioned violations, PLAINTIFF and  
21 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,  
22 and seek all wages earned and due, interest, penalties, expenses and costs of suit.  
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1 **FIFTH CAUSE OF ACTION**

2 **Failure To Provide Required Rest Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

8 107. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were  
9 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.  
10 Further, these employees were denied their first rest periods of at least ten (10) minutes for some  
11 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)  
12 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and  
13 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.  
14 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour  
15 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other  
16 CALIFORNIA CLASS Members were periodically denied their proper rest periods by  
17 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate  
18 PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the  
19 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide  
20 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest  
21 periods is evidenced by DEFENDANT's business records.

22 108. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable  
23 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members  
24 who were not provided a rest period, in accordance with the applicable Wage Order, one  
25 additional hour of compensation at each employee's regular rate of pay for each workday that rest  
26 period was not provided.

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

4 **SIXTH CAUSE OF ACTION**

5 **Failure To Reimburse Employees for Required Expenses**

6 **(Cal. Lab. Code §§ 2802)**

7 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

11 111. Cal. Lab. Code § 2802 provides, in relevant part, that:  
12 An employer shall indemnify his or her employee for all necessary expenditures or  
13 losses incurred by the employee in direct consequence of the discharge of his or her  
14 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.

15 112. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.  
16 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS  
17 members for required expenses incurred in the discharge of their job duties for DEFENDANT's  
18 benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members  
19 for expenses which included, but were not limited to, personal expenses incurred for the use of  
20 their personal cell phones on behalf of and for the benefit of DEFENDANT. Specifically,  
21 PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use  
22 their personal cell phones to execute their essential job duties on behalf of DEFENDANT.  
23 DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFF and  
24 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell  
25 phones for DEFENDANT within the course and scope of their employment for DEFENDANT.  
26 These expenses were necessary to complete their principal job duties. DEFENDANT is estopped  
27 by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses  
28 were necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,

1 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS  
2 members for these expenses as an employer is required to do under the laws and regulations of  
3 California.

4 113. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred  
5 by her and the CALIFORNIA CLASS members in the discharge of their job duties for  
6 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory  
7 rate and costs under Cal. Lab. Code § 2802.

### 8 **SEVENTH CAUSE OF ACTION**

#### 9 **Failure To Provide Accurate Itemized Statements**

10 **(Cal. Lab. Code § 226)**

11 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

15 115. Cal. Labor Code § 226 provides that an employer must furnish employees with an  
16 “accurate itemized” statement in writing showing:

- 17 a. Gross wages earned,
- 18 b. (2) total hours worked by the employee, except for any employee whose  
19 compensation is solely based on a salary and who is exempt from payment of  
20 overtime under subdivision (a) of Section 515 or any applicable order of the  
21 Industrial Welfare Commission,
- 22 c. the number of piece-rate units earned and any applicable piece rate if the employee  
23 is paid on a piece-rate basis,
- 24 d. all deductions, provided that all deductions made on written orders of the employee  
25 may be aggregated and shown as one item,
- 26 e. net wages earned,
- 27 f. the inclusive dates of the period for which the employee is paid,
- 28

- 1 g. the name of the employee and his or her social security number, except that by
- 2 January 1, 2008, only the last four digits of his or her social security number of an
- 3 employee identification number other than social security number may be shown
- 4 on the itemized statement,
- 5 h. the name and address of the legal entity that is the employer, and
- 6 i. all applicable hourly rates in effect during the pay period and the corresponding
- 7 number of hours worked at each hourly rate by the employee.

8 116. When DEFENDANT did not accurately record PLAINTIFF’S and other  
9 CALIFORNIA CLASS Members’ missed meal and rest breaks, or were paid inaccurate missed  
10 meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal.  
11 Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA  
12 CLASS Members with complete and accurate wage statements which failed to show, among other  
13 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked  
14 and all applicable hourly rates in effect during the pay period and the corresponding amount of  
15 time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal  
16 and rest periods. Further, DEFENDANT from time to time failed to provide wage statements to  
17 PLAINTIFF and the CALIFORNIA CLASS Members that listed the correct name of the legal  
18 entity that employed PLAINTIFF and the CALIFORNIA CLASS Members. Additionally,  
19 DEFENDANT from time to time failed to provide wage statements to PLAINTIFF and the  
20 CALIFORNIA that listed the correct applicable hourly rates of pay for items including, but not  
21 limited to, “Double Time.”

22 117. In addition to the foregoing, DEFENDANT failed to provide itemized wage  
23 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the  
24 requirements of California Labor Code Section 226.

25 118. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code  
26 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA  
27 CLASS. These damages include, but are not limited to, costs expended calculating the correct  
28 wages for all missed meal and rest breaks and the amount of employment taxes which were not

1 properly paid to state and federal tax authorities. These damages are difficult to estimate.  
2 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover  
3 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation  
4 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period  
5 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no  
6 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member  
7 of the CALIFORNIA CLASS herein).

8 **EIGHTH CAUSE OF ACTION**

9 **Failure To Pay Wages When Due**

10 **(Cal. Lab. Code § 203)**

11 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

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

16 As used in this article:

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

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

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

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



1 for purposes of the requirement to provide payment within 72 hours of the notice of  
2 quitting.

3 123. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS  
4 Members' employment contract.

5 124. Cal. Lab. Code § 203 provides:

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

11 125. The employment of PLAINTIFF and many CALIFORNIA CLASS Members  
12 terminated, and DEFENDANT has not tendered payment of wages to these employees who  
13 missed meal and rest breaks, as required by law.

14 126. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the  
15 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty  
16 (30) days of pay as penalty for not paying all wages due at time of termination for all employees  
17 who terminated employment during the CLASS PERIOD and demand an accounting and payment  
18 of all wages due, plus interest and statutory costs as allowed by law.

19 **NINTH CAUSE OF ACTION**

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

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

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

23 127. PLAINTIFF realleges and incorporates by this reference, as though fully set forth  
24 herein, the prior paragraphs of this Complaint.

25 128. PAGA is a mechanism by which the State of California itself can enforce state  
26 labor laws through the employee suing under the PAGA who does so as the proxy or agent of  
27 the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is  
28 fundamentally a law enforcement action designed to protect the public and not to benefit private  
parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means  
of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting  
PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved

1 employees, acting as private attorneys general to recover civil penalties for Labor Code  
2 violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to  
3 arbitration.

4 129. PLAINTIFF, and such persons that may be added from time to time who satisfy  
5 the requirements and exhaust the administrative procedures under the Private Attorney General  
6 Act, bring this Representative Action on behalf of the State of California with respect to himself  
7 and all employees who worked for Defendant in California during the time period of August 16,  
8 2021 until the present (the "AGGRIEVED EMPLOYEES").

9 130. On August 16, 2022, PLAINTIFF gave written notice by certified mail to the  
10 Labor and Workforce Development Agency (the "Agency") and the employer of the specific  
11 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See  
12 Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting  
13 period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant  
14 to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA  
15 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED  
16 EMPLOYEES as herein defined.

17 131. The policies, acts and practices heretofore described were and are an unlawful  
18 business act or practice because DEFENDANTS (a) failed to pay AGGRIEVED EMPLOYEES  
19 minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES legally  
20 required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES at the correct  
21 regular rate of pay, (d) failed to pay AGGRIEVED EMPLOYEES for all time worked, and (e)  
22 failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor  
23 Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5,  
24 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,  
25 1197.14, 1198, 1199, 2802, 2804, and the applicable Industrial Wage Order(s), and thereby gives  
26 rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil  
27 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the  
28

1 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and  
2 the other AGGRIEVED EMPLOYEES.

3  
4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, jointly and  
6 severally, as follows:

7 1. On behalf of the CALIFORNIA CLASS:

- 8 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA  
9 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;  
10 b. An order temporarily, preliminarily and permanently enjoining and restraining  
11 DEFENDANT from engaging in similar unlawful conduct as set forth herein;  
12 c. An order requiring DEFENDANT to pay all overtime wages and all sums  
13 unlawfully withheld from compensation due to PLAINTIFF and the other members  
14 of the CALIFORNIA CLASS; and  
15 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund  
16 for restitution of the sums incidental to DEFENDANT's violations due to  
17 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

18 2. On behalf of the CALIFORNIA CLASS:

- 19 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth  
20 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant  
21 to Cal. Code of Civ. Proc. § 382;  
22 b. Compensatory damages, according to proof at trial, including compensatory  
23 damages for overtime compensation due to PLAINTIFF and the other members of  
24 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest  
25 thereon at the statutory rate;  
26 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and  
27 the applicable IWC Wage Order;  
28 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in

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which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226


- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys General Act of 2004;

4. On all claims:
- a. An award of interest, including prejudgment interest at the legal rate;
  - b. Such other and further relief as the Court deems just and equitable; and
  - c. An award of penalties, attorneys’ fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: October 26, 2022

**ZAKAY LAW GROUP, APLC**

By:   
Shani O. Zakay, Esq.  
Attorney for Plaintiff


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**DEMAND FOR A JURY TRIAL**

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

DATED: October 26, 2022

**ZAKAY LAW GROUP, APLC**

By:   
\_\_\_\_\_

Shani O. Zakay, Esq.

Attorney for Plaintiff

# **EXHIBIT 1**



5440 Morehouse Drive, Suite 3600  
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August 16, 2022

**Via Online Filing to LWDA and Certified Mail to Defendants**

**Labor and Workforce Development Agency**

Online Filing

**MEADOWBROOK ASSISTED LIVING LLC**

c/o Ebraheem Hamed  
7159 Hazelwood Way  
Fontana, CA 92336

***Sent via Certified Mail and Return Receipt 7021 1970 0001 8870 0678***

**SLH AGOURA HILLS MANAGER, LLC**

c/o C T Corporation System  
330 N Brand Blvd. STE 700  
Glendale, CA 91203

***Sent via Certified Mail and Return Receipt 7021 1970 0001 8870 0865***

**Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5**

Dear Sir/Madam:

Our offices represent Plaintiff WENDY LEAL HERERRA (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendant MEADOWBROOK ASSISTED LIVING LLC (“Defendant Meadowbrook”) and SLH AGOURA HILLS MANAGER, LLC (“Defendant SLH”) (hereinafter collectively “Defendants”). Plaintiff was employed by Defendants in California from October of 2020 to March of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contend that Defendants failed to fully compensate her 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 Defendants' conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 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 employees who worked for Defendant Meadowbrook and/or Defendant SLH in California during the relevant claim period.**

A true and correct copy of the proposed Complaint 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 Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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, Defendants are on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees.

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

Very truly yours,  
JCL LAW FIRM, APC



Jean-Claude Lapuyade, Esq.



**ZAKAY LAW GROUP, APLC**

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Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

WENDY LEAL HERERRA, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiffs,

v.

MEADOWBROOK ASSISTED LIVING LLC, a California limited liability company; SLH AGOURA HILLS MANAGER, LLC, an Illinois limited liability company; and DOES 1-50, 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 MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 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 EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
  - 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
  - 8) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226.

**DEMAND FOR A JURY TRIAL**

PLAINTIFF WENDY LEAL HERRERA (“PLAINTIFF”), an individual, on behalf of herself and all other similarly situated current and former employees, allege on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

**PRELIMINARY ALLEGATIONS**

1. Defendant MEADOWBROOK ASSISTED LIVING LLC (“Defendant Meadowbrook”) is a California limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant SLH AGOURA HILLS MANAGER, LLC (“Defendant SLH”) is an Illinois limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant Meadowbrook and Defendant SLH were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed work for respectively and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS” and/or “DEFENDANT.”

4. DEFENDANTS own, operate, and/or manage a senior living community in the county of Los Angeles, where PLAINTIFF worked.

5. PLAINTIFF was employed by DEFENDANT in California from October of 2020 to March of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to the legally

1 required meal and rest periods and payment of minimum and overtime wages due for all time  
2 worked.

3           6.     PLAINTIFF brings this Class Action on behalf of herself and a California class,  
4 defined as all persons who are or previously were employed by Defendant Meadowbrook and/or  
5 Defendant SLH in California and classified as non-exempt employees (the “CALIFORNIA  
6 CLASS”) at any time during the period beginning four (4) years prior to the filing of this  
7 Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The  
8 amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is under  
9 five million dollars (\$5,000,000.00).

10           7.     PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA  
11 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during  
12 the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice which failed to  
13 lawfully compensate these employees. DEFENDANT’s uniform policy and practice alleged  
14 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained  
15 and continues to retain wages due to PLAINTIFF and the other members of the CALIFORNIA  
16 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction  
17 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the  
18 other members of the CALIFORNIA CLASS who have been economically injured by  
19 DEFENDANT’s past and current unlawful conduct, and all other appropriate legal and equitable  
20 relief.

21           8.     The true names and capacities, whether individual, corporate, subsidiary,  
22 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are  
23 presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious  
24 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this  
25 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are  
26 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief  
27 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,  
28

1 inclusive, are responsible in some manner for one or more of the events and happenings that  
2 proximately caused the injuries and damages hereinafter alleged.

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

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

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

22           12.    DEFENDANT'S uniform policies and practices alleged herein were unlawful,  
23 unfair, and deceptive business practices whereby DEFENDANT retained and continue to retain  
24 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

25           13.    PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction  
26 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and  
27 other members of the CALIFORNIA CLASS who has been economically injured by  
28

1 DEFENDANT’s past and current unlawful conduct, and all other appropriate legal and equitable  
2 relief.

3 **JURISDICTION AND VENUE**

4 14. This Court has jurisdiction over this Action pursuant to California Code of Civil  
5 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
6 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of  
7 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

8 15. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
9 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs  
10 the CALIFORNIA CLASS across California, including in this County, and committed the  
11 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

12 **THE CONDUCT**

13 16. In violation of the applicable sections of the California Labor Code and the  
14 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a  
15 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically  
16 failed to provide legally compliant meal and rest periods, failed to accurately compensate  
17 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest  
18 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all  
19 time worked, failed compensate PLAINTIFF and other members of the CALIFORNIA CLASS  
20 for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA  
21 CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other  
22 members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse  
23 PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue  
24 to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage  
25 statements showing, among other things, all applicable hourly rates in effect during the pay  
26 periods and the corresponding amount of time worked at each hourly rate. DEFENDANT’s  
27 uniform policies and practices are intended to purposefully avoid the accurate and full payment  
28 for all time worked as required by California law which allows DEFENDANT to illegally profit

1 and gain an unfair advantage over competitors who comply with the law. To the extent equitable  
2 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS  
3 PERIOD should be adjusted accordingly.

4 **A. Meal Period Violations**

5 17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was  
6 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,  
7 meaning the time during which an employee is subject to the control of an employer, including  
8 all the time the employee is suffered or permitted to work. From time to time during the CLASS  
9 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work  
10 without paying them for all the time they were under DEFENDANT's control. Specifically,  
11 DEFENDANT required PLAINTIFF to work while clocked out during what was supposed to be  
12 PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not  
13 even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS  
14 Members forfeited minimum wage and overtime compensation by regularly working without their  
15 time being accurately recorded and without compensation at the applicable minimum wage and  
16 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other  
17 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business  
18 records.

19 18. From time to time during the CLASS PERIOD, as a result of their rigorous work  
20 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other  
21 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty  
22 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other  
23 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for  
24 more than five (5) hours during some shifts without receiving a meal break. Further,  
25 DEFENDANT fails to provide PLAINTIFF and CALIFORNIA CLASS Members with a second  
26 off-duty meal period for some workdays in which these employees are required by DEFENDANT  
27 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other  
28 CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-

1 duty” meal period exception. When they were provided with meal periods, PLAINTIFF and other  
2 CALIFORNIA CLASS Members were, from time to time, required to remain on duty and on call.  
3 DEFENDANT’s failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with  
4 legally required meal breaks is evidenced by DEFENDANT’s business records. PLAINTIFF and  
5 other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional  
6 compensation and in accordance with DEFENDANT’s strict corporate policy and practice.

7 **B. Rest Period Violations**

8 19. From time to time during the CLASS PERIOD, PLAINTIFF and other  
9 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without  
10 being provided ten (10) minute rest periods as a result of their rigorous work requirements and  
11 DEFENDANT’s inadequate staffing. Further, for the same reasons, these employees were denied  
12 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four  
13 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some  
14 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and  
15 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from  
16 time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA  
17 CLASS Members were, from time to time, required to remain on duty and/or on call. PLAINTIFF  
18 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*  
19 thereof. As a result of their rigorous work schedules and DEFENDANT’s inadequate staffing,  
20 PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their  
21 proper rest periods by DEFENDANT and DEFENDANT’s managers.

22 **C. Unreimbursed Business Expenses**

23 20. DEFENDANT as a matter of corporate policy, practice, and procedure,  
24 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF  
25 and the other CALIFORNIA CLASS Members for required business expenses incurred by the  
26 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging  
27 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers  
28 are required to indemnify employees for all expenses incurred in the course and scope of their

1 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her  
2 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
3 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,  
4 even though unlawful, unless the employee, at the time of obeying the directions, believed them  
5 to be unlawful."

6 21. In the course of their employment, DEFENDANT required PLAINTIFF and other  
7 CALIFORNIA CLASS Members to incur personal expenses for the use of their personal cell  
8 phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other  
9 CALIFORNIA CLASS Members were required to use their personal cell phones in order to  
10 perform work related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF  
11 and other CALIFORNIA CLASS Members for the use of their personal cell phones. As a result,  
12 in the course of their employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA  
13 CLASS Members incurred unreimbursed business expenses that included, but were not limited  
14 to, costs related to the use of personal cell phones all on behalf of and for the benefit of  
15 DEFENDANT.

16 **D. Wage Statement Violations**

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

25 23. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
26 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for  
27 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also  
28 failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and



1 accurate wage statements which failed to show, among other things, all deductions, the total hours  
2 worked and all applicable hourly rates in effect during the pay period, and the corresponding  
3 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed  
4 meal and rest periods. Further, DEFENDANT from time to time failed to provide wage  
5 statements to PLAINTIFF and the CALIFORNIA CLASS Members that listed the correct name  
6 of the legal entity that employed PLAINTIFF and the CALIFORNIA CLASS Members.  
7 Additionally, DEFENDANT from time to time failed to provide wage statements to PLAINTIFF  
8 and the CALIFORNIA that listed the correct applicable hourly rates of pay for items including,  
9 but not limited to, “Double Time.”

10 24. In addition to the foregoing, DEFENDANT, from time to time, failed to provide  
11 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
12 Cal. Lab. Code § 226.

13 25. As a result, DEFENDANT issued PLAINTIFF and other members of the  
14 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,  
15 DEFENDANT’s violations are knowing and intentional, were not isolated due to an unintentional  
16 payroll error due to clerical or inadvertent mistake.

17 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

18 26. During the CLASS PERIOD, from time-to-time DEFENDANT failed and  
19 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS  
20 for all hours worked.

21 27. During the CLASS PERIOD, from time-to-time DEFENDANT required  
22 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
23 working. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have  
24 to work while off-the-clock.

25 28. During the CLASS PERIOD, from time-to-time DEFENDANT required  
26 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
27 work, including but not limited to, submitting to Covid-19 health screenings, including  
28 undergoing temperature checks, oxygen level assessments, and documenting the respective

1 readings. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have  
2 to work while off-the-clock.

3 29. DEFENDANT directed and directly benefited from the undercompensated off-the-  
4 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

5 30. DEFENDANT controlled the work schedules, duties, and protocols, applications,  
6 assignments, and employment conditions of PLAINTIFF and the other members of the  
7 CALIFORNIA CLASS.

8 31. DEFENDANT was able to track the amount of time PLAINTIFF and the other  
9 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to  
10 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
11 wages earned and owed for all the work they performed.

12 32. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-  
13 exempt employees, subject to the requirements of the California Labor Code.

14 33. DEFENDANT's policies and practices deprived PLAINTIFF and the other  
15 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed  
16 for the off-the-clock work activities. Because PLAINTIFF and the other members of the  
17 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than  
18 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime  
19 pay.

20 34. DEFENDANT knew or should have known that PLAINTIFF and the other  
21 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

22 35. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
23 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and  
24 benefit for the time spent working while off-the-clock, including but not limited to, time spent  
25 submitting to Covid-19 health screenings including undergoing temperature checks, oxygen level  
26 assessments, and documenting the respective readings. DEFENDANT's uniform policy and  
27 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all  
28

1 hours worked in accordance with applicable law is evidenced by DEFENDANT’s business  
2 records.

3 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**  
4 **and Redeemed Sick Pay**

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

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

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

25 39. However, from-time-to-time, when calculating the regular rate of pay, in those pay  
26 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double  
27 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-  
28 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus

1 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked  
2 rather than just all non-overtime hours worked. Management and supervisors described the  
3 incentive/bonus program to potential and new employees as part of the compensation package.  
4 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA  
5 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted  
6 in a systematic underpayment of overtime and double time compensation, meal and rest period  
7 premiums, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS members by  
8 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time  
9 for non-employees shall be calculated in the same manner as the regular rate of pay for the  
10 workweek in which the non-exempt employee uses paid sick time, whether or not the employee  
11 actually works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by  
12 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of  
13 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is  
14 recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

15         40. In violation of the applicable sections of the California Labor Code and the  
16 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a  
17 matter of company policy, practice, and procedure, intentionally and knowingly failed to  
18 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate  
19 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.  
20 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment  
21 of the correct overtime and double time compensation, meal and rest period premiums, and sick  
22 pay as required by California law which allowed DEFENDANT to illegally profit and gain an  
23 unfair advantage over competitors who complied with the law. To the extent equitable tolling  
24 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the  
25 CLASS PERIOD should be adjusted accordingly.

26         **G. Violations for Untimely Payment of Wages**

27         41. Pursuant to California Labor Code section 204, PLAINTIFF and the  
28 CALIFORNIA CLASS members were entitled to timely payment of wages during their

1 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not  
2 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,  
3 meal period premium wages, and rest period premium wages within permissible time period.

4 **H. Unlawful Deductions**

5 42. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF  
6 and CALIFORNIA CLASS Members' pay without explanations and without authorization to do  
7 so or notice to PLAINTIFF and the CALIFORNIA CLASS Members. As a result,  
8 DEFENDANTS violated Labor Code § 221.

9 43. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take  
10 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.  
11 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)  
12 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to  
13 provide PLAINTIFF with a second off-duty meal period each workday in which she was required  
14 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF  
15 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.  
16 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was  
17 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks  
18 without additional compensation and in accordance with DEFENDANT'S strict corporate policy  
19 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to  
20 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF  
21 for required business expenses related to the use of her personal cell phone, on behalf of and in  
22 furtherance of her employment with DEFENDANT. To date, DEFENDANT has not fully paid  
23 PLAINTIFF the minimum, overtime and double time compensation still owed to her or any  
24 penalty wages owed to her under Cal. Lab. Code § 203. The amount in controversy for  
25 PLAINTIFF individually does not exceed the sum or value of \$75,000.

26 **CLASS ACTION ALLEGATIONS**

27 44. PLAINTIFF bring this Class Action on behalf of herself, and a California class  
28 defined as all persons who are or previously were employed by Defendant Meadowbrook and/or

1 Defendant SLH in California and classified as non-exempt employees (the “CALIFORNIA  
2 CLASS”) at any time during the period beginning four (4) years prior to the filing of this  
3 Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

4 45. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been  
5 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
6 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,  
7 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate  
8 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain  
9 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

10 46. The members of the class are so numerous that joinder of all class members is  
11 impractical.

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

- 21 a. Whether DEFENDANT maintained legally compliant meal period policies and  
22 practices;
- 23 b. Whether DEFENDANT maintained legally compliant rest period policies and  
24 practices;
- 25 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS  
26 Members accurate premium payments for missed meal and rest periods;
- 27 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS  
28 Members accurate overtime wages;

- 1 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
- 2 Members at least minimum wage for all hours worked;
- 3 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
- 4 CLASS Members for required business expenses;
- 5 g. Whether DEFENDANT issued legally compliant wage statements;
- 6 h. Whether DEFENDANT committed an act of unfair competition by systematically
- 7 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
- 8 CLASS for all time worked;
- 9 i. Whether DEFENDANT committed an act of unfair competition by systematically
- 10 failing to record all meal and rest breaks missed by PLAINTIFF and other
- 11 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
- 12 of this work, required employees to perform this work and permits or suffers to
- 13 permit this work;
- 14 j. Whether DEFENDANT committed an act of unfair competition in violation of the
- 15 UCL, by failing to provide the PLAINTIFF and the other members of the
- 16 CALIFORNIA CLASS with the legally required meal and rest periods.

17 48. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as  
18 a result of DEFENDANT’s conduct and actions alleged herein.

19 49. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and  
20 PLAINTIFF have the same interests as the other members of the class.

21 50. PLAINTIFF will fairly and adequately represent and protect the interests of the  
22 CALIFORNIA CLASS Members.

23 51. PLAINTIFF retained able class counsel with extensive experience in class action  
24 litigation.

25 52. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the  
26 interest of the other CALIFORNIA CLASS Members.

27 53. There is a strong community of interest among PLAINTIFF and the members of  
28 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are

1 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
2 sustained.

3         54. The questions of law and fact common to the CALIFORNIA CLASS Members  
4 predominate over any questions affecting only individual members, including legal and factual  
5 issues relating to liability and damages.

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

- 14             a. Inconsistent or varying adjudications with respect to individual members of the  
15                 CALIFORNIA CLASS which would establish incompatible standards of conduct  
16                 for the parties opposing the CALIFORNIA CLASS; and/or,
- 17             b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
18                 which would as a practical matter be dispositive of the interests of the other  
19                 members not party to the adjudication or substantially impair or impeded their  
20                 ability to protect their interests.

21         56. Class treatment provides manageable judicial treatment calculated to bring an  
22 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of  
23 the conduct of DEFENDANT.

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25  
26  
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28 ///



1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

3 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

8 58. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.  
9 Code § 17021.

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

14 Any person who engages, has engaged, or proposes to engage in unfair competition may  
15 be enjoined in any court of competent jurisdiction. The court may make such orders or  
16 judgments, including the appointment of a receiver, as may be necessary to prevent the  
17 use or employment by any person of any practice which constitutes unfair competition, as  
18 defined in 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 means of such  
20 unfair competition. (Cal. Bus. & Prof. Code § 17203).

21 60. By the conduct alleged herein, DEFENDANT has engaged and continues to  
22 engage in a business practice which violates California law, including but not limited to, the  
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
24 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and  
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal.  
26 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to  
27 constitute unfair competition, including restitution of wages wrongfully withheld.

28 61. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair  
in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous  
or substantially injurious to employees, and were without valid justification or utility for which

1 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California  
2 Business & Professions Code, including restitution of wages wrongfully withheld.

3         62. By the conduct alleged herein, DEFENDANT's practices were deceptive and  
4 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally  
5 mandated meal and rest periods and the required amount of compensation for missed meal and  
6 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all  
7 necessary business expenses incurred, due to a systematic business practice that cannot be  
8 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission  
9 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should  
10 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including  
11 restitution of wages wrongfully withheld.

12         63. By the conduct alleged herein, DEFENDANT's practices were also unlawful,  
13 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the  
14 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
15 DEFENDANT.

16         64. By the conduct alleged herein, DEFENDANT's practices were also unfair and  
17 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide  
18 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as  
19 required by Cal. Lab. Code §§ 226.7 and 512.

20         65. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each  
21 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal  
22 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for  
23 each workday in which a second off-duty meal period was not timely provided for each ten (10)  
24 hours of work.

25         66. PLAINTIFF further demands on behalf of herself and on behalf of each  
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was  
27 not timely provided as required by law.  
28

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

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

12           69. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
13 and do, seek such relief as may be necessary to restore to them the money and property which  
14 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the  
15 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair  
16 business practices, including earned but unpaid wages for all time worked.

17           70. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
18 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,  
19 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from  
20 engaging in any unlawful and unfair business practices in the future.

21           71. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
22 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of  
23 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a  
24 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
25 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
26 and economic harm unless DEFENDANT is restrained from continuing to engage in these  
27 unlawful and unfair business practices.

28 ///



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

7           80. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
9 minimum wage compensation for their time worked for DEFENDANT.

10           81. During the CLASS PERIOD, PLAINTIFF and the other members of the  
11 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a  
12 failure to pay all earned wages.

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

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

25           84. In performing the acts and practices herein alleged in violation of California labor  
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
27 and provide them with the requisite compensation, DEFENDANT acted and continues to act  
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the  
2 consequences to them, and with the despicable intent of depriving them of their property and legal  
3 rights, and otherwise causing them injury in order to increase company profits at the expense of  
4 these employees.

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

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

18 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

20 86. 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  
22 Complaint.

23 87. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
24 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial  
25 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all  
26 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or  
27 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.  
28

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

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

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

10          91. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members  
11 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time  
12 they worked, including overtime work.

13          92. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,  
14 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of  
15 implementing a uniform policy and practice that failed to accurately record overtime worked by  
16 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to  
17 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,  
18 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve  
19 (12) hours in a workday, and/or forty (40) hours in any workweek.

20          93. In committing these violations of the California Labor Code, DEFENDANT  
21 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
22 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal  
23 attempt to avoid the payment of all earned wages, and other benefits in violation of the California  
24 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and  
25 regulations.

26          94. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
27 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
28 overtime compensation for their time worked for DEFENDANT.

1           95. Cal. Lab. Code § 515 sets out various categories of employees who are exempt  
2 from the overtime requirements of the law. None of these exemptions are applicable to  
3 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the  
4 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining  
5 agreement that would preclude the causes of action contained herein this Complaint. Rather,  
6 PLAINTIFF bring this Action on behalf of herself, and the CALIFORNIA CLASS, based on  
7 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of  
8 California.

9           96. During the CLASS PERIOD, PLAINTIFF and the other members of the  
10 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting  
11 a failure to pay all earned wages.

12           97. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the  
13 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the  
14 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even  
15 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required  
16 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANT  
17 failed to accurately record and pay as evidenced by DEFENDANT's business records and  
18 witnessed by employees.

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

24           99. DEFENDANT knew or should have known that PLAINTIFF and the other  
25 members of the CALIFORNIA CLASS were undercompensated for their time worked.  
26 DEFENDANT systematically elected, either through intentional malfeasance or gross  
27 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and  
28 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF



1 and the other members of the CALIFORNIA CLASS the correct overtime wages for their  
2 overtime worked.

3 100. In performing the acts and practices herein alleged in violation of California labor  
4 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
5 and provide them with the requisite compensation, DEFENDANT acted and continues to act  
6 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the  
7 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the  
8 consequences to them, and with the despicable intent of depriving them of their property and legal  
9 rights, and otherwise causing them injury in order to increase company profits at the expense of  
10 these employees.

11 101. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS  
12 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the  
13 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the  
14 California Labor Code and/or other applicable statutes. To the extent overtime compensation is  
15 determined to be owed to the CALIFORNIA CLASS Members who have terminated their  
16 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore  
17 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which  
18 penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional,  
19 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are  
20 entitled to seek and recover statutory costs.

21 **FOURTH CAUSE OF ACTION**

22 **Failure To Provide Required Meal Periods**

23 **(Cal. Lab. Code §§ 226.7 & 512)**

24 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

25 102. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and  
26 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
27 Complaint.  
28

1           103. During the CLASS PERIOD, DEFENDANT failed to provide all the legally  
2 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as  
3 required by the applicable Wage Order and Labor Code. The nature of the work performed by  
4 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being  
5 relieved of all of their duties for the legally required off-duty meal periods. As a result of their  
6 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not  
7 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's  
8 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required  
9 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business  
10 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS  
11 Members with a second off-duty meal period in some workdays in which these employees were  
12 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other  
13 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation  
14 and in accordance with DEFENDANT's strict corporate policy and practice.

15           104. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable  
16 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members  
17 who were not provided a meal period, in accordance with the applicable Wage Order, one  
18 additional hour of compensation at each employee's regular rate of pay for each workday that a  
19 meal period was not provided.

20           105. As a proximate result of the aforementioned violations, PLAINTIFF and  
21 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,  
22 and seek all wages earned and due, interest, penalties, expenses and costs of suit.  
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1 **FIFTH CAUSE OF ACTION**

2 **Failure To Provide Required Rest Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

8 107. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were  
9 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.  
10 Further, these employees were denied their first rest periods of at least ten (10) minutes for some  
11 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)  
12 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and  
13 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.  
14 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour  
15 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other  
16 CALIFORNIA CLASS Members were periodically denied their proper rest periods by  
17 DEFENDANT and DEFENDANT’s managers. In addition, DEFENDANT failed to compensate  
18 PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the  
19 applicable Wage Order and Labor Code. As a result, DEFENDANT’s failure to provide  
20 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest  
21 periods is evidenced by DEFENDANT’s business records.

22 108. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable  
23 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members  
24 who were not provided a rest period, in accordance with the applicable Wage Order, one  
25 additional hour of compensation at each employee’s regular rate of pay for each workday that rest  
26 period was not provided.



1 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS  
2 members for these expenses as an employer is required to do under the laws and regulations of  
3 California.

4 113. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred  
5 by her and the CALIFORNIA CLASS members in the discharge of their job duties for  
6 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory  
7 rate and costs under Cal. Lab. Code § 2802.

### 8 **SEVENTH CAUSE OF ACTION**

#### 9 **Failure To Provide Accurate Itemized Statements**

10 **(Cal. Lab. Code § 226)**

11 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

15 115. Cal. Labor Code § 226 provides that an employer must furnish employees with an  
16 “accurate itemized” statement in writing showing:

- 17 a. Gross wages earned,
- 18 b. (2) total hours worked by the employee, except for any employee whose  
19 compensation is solely based on a salary and who is exempt from payment of  
20 overtime under subdivision (a) of Section 515 or any applicable order of the  
21 Industrial Welfare Commission,
- 22 c. the number of piece-rate units earned and any applicable piece rate if the employee  
23 is paid on a piece-rate basis,
- 24 d. all deductions, provided that all deductions made on written orders of the employee  
25 may be aggregated and shown as one item,
- 26 e. net wages earned,
- 27 f. the inclusive dates of the period for which the employee is paid,
- 28

- 1 g. the name of the employee and his or her social security number, except that by
- 2 January 1, 2008, only the last four digits of his or her social security number of an
- 3 employee identification number other than social security number may be shown
- 4 on the itemized statement,
- 5 h. the name and address of the legal entity that is the employer, and
- 6 i. all applicable hourly rates in effect during the pay period and the corresponding
- 7 number of hours worked at each hourly rate by the employee.

8 116. When DEFENDANT did not accurately record PLAINTIFF’S and other  
9 CALIFORNIA CLASS Members’ missed meal and rest breaks, or were paid inaccurate missed  
10 meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal.  
11 Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA  
12 CLASS Members with complete and accurate wage statements which failed to show, among other  
13 things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked  
14 and all applicable hourly rates in effect during the pay period and the corresponding amount of  
15 time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal  
16 and rest periods. Further, DEFENDANT from time to time failed to provide wage statements to  
17 PLAINTIFF and the CALIFORNIA CLASS Members that listed the correct name of the legal  
18 entity that employed PLAINTIFF and the CALIFORNIA CLASS Members. Additionally,  
19 DEFENDANT from time to time failed to provide wage statements to PLAINTIFF and the  
20 CALIFORNIA that listed the correct applicable hourly rates of pay for items including, but not  
21 limited to, “Double Time.”

22 117. In addition to the foregoing, DEFENDANT failed to provide itemized wage  
23 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the  
24 requirements of California Labor Code Section 226.

25 118. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code  
26 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA  
27 CLASS. These damages include, but are not limited to, costs expended calculating the correct  
28 wages for all missed meal and rest breaks and the amount of employment taxes which were not

1 properly paid to state and federal tax authorities. These damages are difficult to estimate.  
2 Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover  
3 liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation  
4 occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period  
5 pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no  
6 event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member  
7 of the CALIFORNIA CLASS herein).

## 8 **EIGHTH CAUSE OF ACTION**

### 9 **Failure To Pay Wages When Due**

10 **(Cal. Lab. Code § 203)**

11 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

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

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

16 As used in this article:

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

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

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

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

1 for purposes of the requirement to provide payment within 72 hours of the notice of  
2 quitting.

3 123. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS  
4 Members' employment contract.

5 124. Cal. Lab. Code § 203 provides:

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

11 125. The employment of PLAINTIFF and many CALIFORNIA CLASS Members  
12 terminated, and DEFENDANT has not tendered payment of wages to these employees who  
13 missed meal and rest breaks, as required by law.

14 126. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the  
15 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty  
16 (30) days of pay as penalty for not paying all wages due at time of termination for all employees  
17 who terminated employment during the CLASS PERIOD and demand an accounting and payment  
18 of all wages due, plus interest and statutory costs as allowed by law.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, PLAINTIFF pray for a judgment against each Defendant, jointly and  
21 severally, as follows:

22 1. On behalf of the CALIFORNIA CLASS:

- 23 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA  
24 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;  
25 b. An order temporarily, preliminarily and permanently enjoining and restraining  
26 DEFENDANT from engaging in similar unlawful conduct as set forth herein;  
27 c. An order requiring DEFENDANT to pay all overtime wages and all sums  
28 unlawfully withheld from compensation due to PLAINTIFF and the other members  
of the CALIFORNIA CLASS; and  
d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund  
for restitution of the sums incidental to DEFENDANT's violations due to



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PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

- a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
- d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226
- e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.


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3. On all claims:
- a. An award of interest, including prejudgment interest at the legal rate;
  - b. Such other and further relief as the Court deems just and equitable; and
  - c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: August 16, 2022

**ZAKAY LAW GROUP, APLC**


By:   
Shani O. Zakay  
Attorney for PLAINTIFF

**DEMAND FOR A JURY TRIAL**

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

DATED: August 16, 2022

**ZAKAY LAW GROUP, APLC**

By:   
Shani O. Zakay  
Attorney for PLAINTIFF

**SENDER: COMPLETE THIS SECTION**

- 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.

1. Article Addressed to:

SLH A-GOURA HILLS Manager LLC  
 c/o CT Corporation System  
 330 N Brand Blvd, Ste 700  
 Glendale, CA 91203



9590 9402 7420 2055 3639 77

2. Article Number (Transfer from service label)

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A. Signature

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Agent

Addressee

B. Received by (Printed Name)

NDS

C. Date of Delivery

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

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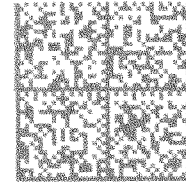


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MEADOWBROOK ASSISTED LIVING LLC

c/o Ebraheem Hamed  
7139 Hazelwood Way  
Fontana, CA 92336

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