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13 and on behalf of other individuals similarly situated

14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
15 **COUNTY OF VENTURA**

16 MICHAEL MCGILL individually and on behalf  
17 of other individuals similarly situated,

18 **Plaintiff,**

19 v.

20 **PEOPLE'S CARE DEVELOPMENTAL**  
21 **SERVICES, LLC, a California Limited Liability**  
22 **Company, and DOES 1 through 100, inclusive**

23 **Defendants**

**CASE NO.**

**CLASS ACTION COMPLAINT FOR:**

1. **Failure to Pay All Wages;**
2. **Missed Meal Breaks in Violation of California Labor Code §§ 200, 226.7, 512;**
3. **Missed Rest Breaks in Violation of California Labor Code §§ 200, 226.7, 512;**
4. **Failure to Furnish an Accurate Itemized Wage Statement upon Payment of Wages in Violation of California Labor Code § 226;**
5. **Failure to Pay All Wages Owed at Termination in Violation of California Labor Code §203;**
6. **Failure to Reimburse Expenses in Violation of California Labor Code § 2802;**
7. **Violations of California Business & Professions Code §§ 17200, et seq.**

**DEMAND FOR JURY TRIAL**

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1 Plaintiff MICHAEL MCGILL (hereinafter referred to as "Plaintiff"), hereby submits his Class  
2 Action Complaint against PEOPLE'S CARE DEVELOPMENTAL SERVICES, LLC, a California  
3 Limited Liability Company; and Does 1-100 (hereinafter referred to as "Defendants") on behalf of  
4 himself and the class of all other similarly situated current and former employees of Defendants as  
5 follows:

6 **INTRODUCTORY FACTUAL ALLEGATIONS**

7 1. This class action is within the Court's jurisdiction under California *Labor Code* and  
8 California *Business and Professions Code* § 17200, et seq., (Unfair Practices Act).

9 2. This complaint challenges systemic illegal employment practices resulting in  
10 violations of the California *Labor Code*, and California *Business and Professions Code* against  
11 employees of Defendants.

12 3. Plaintiff seeks relief on behalf of himself and the members of the Plaintiff Class as a  
13 result of employment policies, practices and procedures more specifically described below, which  
14 violate the California *Labor Code*, and the orders and standards promulgated by the California  
15 Department of Industrial Relations, Industrial Welfare Commission, and Division of Labor Standards,  
16 and which have resulted in the failure of Defendants to pay Plaintiff and members of the Plaintiff  
17 Class all wages due to them. Said employment policies, practices and procedures are generally  
18 described as follows:

- 19 a. Defendants subjected Plaintiff and members of the Plaintiff Class to work "off-the-  
20 clock" without compensation;
- 21 b. Failure to provide compliant meal breaks to Plaintiff and members of the Plaintiff  
22 Class;
- 23 c. Failure to provide compliant rest breaks to Plaintiff and members of the Plaintiff  
24 Class;
- 25 d. Failure to provide accurate itemized wage statements;
- 26 e. Failure to timely pay all wages due to Plaintiff and members of the Plaintiff Class  
27 upon termination or within 72 hours of resignation; and
- 28 f. Failure to reimburse Plaintiff and members of the Plaintiff Class for all expenses.

1           4.       Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged  
2 in, among other things a system of willful violations of the California *Labor Code*, California *Business*  
3 *and Professions Code*, and applicable IWC wage orders by creating and maintaining policies, practices  
4 and customs that knowingly deny employees the above stated rights and benefits.

5           5.       The policies, practices and customs of Defendants described above and below have  
6 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that  
7 routinely adhere to the structures of the California *Labor Code*, and California *Business and Professions*  
8 *Code*.

9           6.       This matter is brought as a class action pursuant to California *Code of Civil Procedure* §  
10 382, on behalf of Plaintiff and the Plaintiff Class, which is defined more specifically below, but which is  
11 comprised, generally, of all former and current employees of Defendants PEOPLE'S CARE  
12 DEVELOPMENTAL SERVICES, LLC a California Limited Liability Company, who hold or held the  
13 job positions which Defendants classified as "non-exempt" at any of Defendants' facilities in California  
14 and throughout the United States.

15           7.       This Complaint alleges systematic violations of the California *Labor Code* (hereinafter,  
16 "*Labor Code*," ) and the California *Business & Professions Code* and is brought by Plaintiff on his own  
17 behalf and on behalf of the members of the Plaintiff Class.

18           8.       The California Plaintiff "Class Period" is defined as the period from four years prior to the  
19 filing of this action through and including the date judgment is rendered in this matter. Plaintiff herein  
20 reserves the right to amend this Complaint to reflect a different Class Period as discovery in this matter  
21 proceeds.

22           9.       The actions of Defendants are in violation of the California *Labor Code* as well as the wage  
23 orders of the Industrial Wage Commission of the State of California and, as a result, are unlawful and  
24 unfair acts, thus constituting a violation of California *Business & Professions Code* § 17200, et seq. (Unfair  
25 Practices Act).

26           10.      The policies, practices and customs of Defendants described above and herein have  
27 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that  
28 routinely adhere to the requirements of the California *Labor Code* and of the *Business & Professions Code*.



1           18.     At all times herein mentioned, Defendants participated in the doing of the acts  
2 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and  
3 each of them, were the agents, servants and employees of each of the other Defendants, as well as the  
4 agents of all Defendants, and at all times herein mentioned, were acting within the course and scope  
5 of said agency and employment.

6           19.     Plaintiff is informed and believes, and based thereon alleges, that at all times material  
7 hereto, each of the Defendants named herein were the agents, employees, alter egos and/or joint  
8 venturer of, or working in concert with each of the other co-Defendants and were acting within the  
9 course and scope of such agency, employment, joint venture, or concerted activity. To the extent said  
10 acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining  
11 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

12           20.     At all times herein mentioned, Defendants, and each of them, were members of, and  
13 engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope  
14 of, and in pursuance of, said joint venture, partnership and common enterprise.

15           21.     At all times herein mentioned, the acts and omissions of various Defendants, and each  
16 of them, concurred and contributed to the various acts and omissions of each and all of the other  
17 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein  
18 mentioned, Defendants, and each of them, ratified each and every act or omission complained of  
19 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts  
20 and omissions of each and all of the other Defendants in proximately causing the damages as herein  
21 alleged.

22           22.     The members of the Plaintiff Class, including the representative Plaintiff named herein,  
23 have been employed during the Class Period in California. The practices and policies which are  
24 complained of by way of this Complaint are enforced throughout the State of California and the United  
25 States.

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1 **FACTUAL ALLEGATIONS**

2 23. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

3 24. Defendants have engaged in, and continue to engage in, unfair business practices in  
4 California by practicing, employing and utilizing the employment practices and policies outlined  
5 above.

6 25. Defendants' **utilization** of such unfair business practices deprives Plaintiff and other  
7 aggrieved employees of the general minimum working standards and entitlements due to them under  
8 California law and the Industrial Welfare Commission wage orders as described herein.

9 26. Plaintiff and all other aggrieved employees were and are classified by Defendants as  
10 non-exempt employees, pursuant to the provisions of the California *Labor Code*, and the orders and  
11 standards promulgated by the California Department of Industrial Relations, Industrial Welfare  
12 Commission, and Division of Labor Standards. As non-exempt employees, Plaintiff and all other  
13 aggrieved employees are entitled to certain benefits, including mandated meal and rest breaks. In  
14 addition, said statutory provisions, wage orders, regulations and standards obligate the employer to  
15 maintain accurate records of the hours worked by employees.

16 27. As a direct result of the wage and hour violations herein alleged, Plaintiff and members  
17 of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and  
18 enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to  
19 compel Defendants to fully perform its obligations under state law, all to Plaintiff's respective damage  
20 in amounts according to proof at the time of trial.

21 ***Defendants' Failure to Pay for All Hours Worked***

22 28. Defendants did not compensate their hourly non-exempt employees for all the minutes  
23 that they worked as described above, including but not limited to the time that the employees were  
24 subject to the control and direction of Defendants; and/or the time that the employees were suffered  
25 or permitted to work. This includes the time spent "off the clock."

26 29. Defendants, at all times relevant herein, failed to compensate for all actual hours  
27 worked by non-exempt employees. As a result, Defendants have failed and refused to compensate  
28 Plaintiff and members of the Plaintiff Class all wages due to them for actual hours worked.

1 ***Time Spent "Off-the-Clock"***

2 30. Pursuant to a uniform policy originated by Defendants, Plaintiff and other members of  
3 the Plaintiff Class, would be required to travel between locations. While, Defendants did pay for  
4 mileage, the travel time was uncompensated.

5 31. By way of example, Plaintiff's typical schedule was to work 5:45 AM to 1:45 PM at  
6 the Fillmore location, and 2 PM to 10 PM at the Lake Piru location. Thus, Plaintiff was required to  
7 drive between the two locations, all of which time was spent "off the clock."

8 32. Thus, at the discretion and control of the Defendants and solely for their benefit,  
9 Plaintiff and other members of the Plaintiff Class were and are required to work "off-the-clock." This  
10 work, done solely for the employer's benefit, is time which employees should be, but are not,  
11 compensated for both straight hours and overtime hours worked in excess of 40 in a week or, in  
12 California, in excess of 8 in a day.

13 33. Supervisors employed by Defendants had knowledge of and required Plaintiff and  
14 members of the Plaintiff Class to consistently "work off-the-clock" in accordance with Defendants'  
15 corporate policy. Supervisors required and enforced the corporately derived and mandated policies  
16 which required Plaintiff to perform these integral and indispensable duties without proper wages or  
17 overtime compensation.

18 ***Defendants' Failure to Provide Compliant Meal Breaks***

19 34. Plaintiff alleges that meal breaks were rarely taken, and if they were taken, they were  
20 often interrupted. By way of example, Plaintiff alleges that he had to always be "on the clock" because  
21 frequently he was the only nurse working, and if patients needed him, he was required to leave his  
22 meal break.

23 35. Plaintiff alleges that throughout the Relevant Time Period, Defendants regularly:

- 24 a. Failed to provide Plaintiff and the members of the Plaintiff Class with a first meal  
25 period of not less than thirty (30) minutes during which they are relieved of all duty  
26 before working more than five (5) hours;
- 27 b. Failed to provide Plaintiff and the members of the Plaintiff Class with a second  
28 meal period of not less than thirty (30) minutes during which they are relieved of

1 all duty before working more than ten (10) hours per day; and

2 c. Failed to pay Plaintiff and the members of the Plaintiff Class one hour of pay at  
3 their regular rate of compensation for each workday that a meal period was not  
4 provided; and

5 d. Failed to accurately record all meal periods.

6 ***Defendants' Failure to Provide Compliant Rest Breaks***

7 36. At all times, relevant hereto, California *Labor Code* § 226.7 and IWC Wage Order,  
8 section 12, required employers to authorize, permit, and provide a ten (10) minute paid rest for each  
9 four (4) hours of work, during which employees are relieved of all duty.

10 37. At all times, relevant hereto, California *Labor Code* § 226.7(b) and IWC Wage Order,  
11 section 12 required employers to pay one hour of additional pay at the regular rate of compensation  
12 for each employee and each workday that a proper rest period is not provided.

13 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to  
14 effectively communicate California rest period requirements to Plaintiff and the members of the  
15 plaintiff class. Plaintiff is further informed and believes and based thereon alleges that throughout the  
16 relevant time period Defendants failed to provide proper rest periods.

17 39. Plaintiff alleges that he and members of the Plaintiff Class rarely took rest breaks, and  
18 as a result, Plaintiff and Class members have been deprived of their entitled rest periods.

19 40. Throughout the Relevant Time Period, Plaintiff and the members of the Plaintiff Class  
20 were routinely denied the rest breaks they were entitled to under California law.

21 41. Specifically, throughout the Relevant Time Period, Defendants regularly:

22 e. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and  
23 the members of the Plaintiff Class were relieved of all duty for each four (4) hours  
24 of work and able to take rest periods within the middle of the shift; and

25 f. Failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay  
26 at their regular rate of compensation for each workday that a rest period was not  
27 permitted.

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1 ***Defendants' Failure to Pay All Wages Due at Termination of Employment***

2 42. At all times, relevant hereto, California *Labor Code* § 201 required an employer that  
3 discharges an employee to pay compensation due and owing to said employee immediately upon  
4 discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any  
5 compensation due and owing to said employee within seventy-two (72) hours of an employee's  
6 resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay  
7 compensation promptly upon discharge or resignation, as required under Sections 201 and 202, then  
8 the employer is liable for waiting time penalties in the form of continued compensation for up to thirty  
9 (30) work days.

10 43. Defendants willfully and knowingly failed to pay Plaintiff and other members of the  
11 Plaintiff Class, upon termination of employment, all accrued compensation.

12 44. Specifically, Plaintiff and members of the Plaintiff Class were entitled to premiums for  
13 improper meal and rest breaks, and were and are entitled to all pay for time spent "off-the-clock."  
14 Further, Plaintiff received his final paycheck on July 10, 2020, yet, Plaintiff had not worked since  
15 June 2, 2020.

16 ***Defendants' Failure to Provide Accurate Wage Statements***

17 45. Defendants failed to comply with California *Labor Code* Section 226(a) because the  
18 hours worked, and meal and rest breaks were incorrect.

19 46. Further, wage statements were not easily accessible to Plaintiff and members of the  
20 Plaintiff Class. Specifically, Plaintiff and members of the Plaintiff Class are only able to view pay  
21 statements using the Radian Software at Defendants' locations, and are not provided other copies.

22 ***Defendants' Failure to Reimburse Expenses***

23 47. Pursuant to California *Labor Code* § 2802(a) an employer shall indemnify his or her  
24 employee for all necessary expenditures or losses incurred by the employee in direct consequence of  
25 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even  
26 though unlawful, unless the employee, at the time of obeying the directions, believed them to be  
27 unlawful.

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1           48. Defendants have intentionally and willfully failed to reimburse and/or pay Plaintiff and  
2 the members of the Plaintiff Class for business-related expenses, including, but not limited to, supplies  
3 that were needed in response to the COVID-19 pandemic.

4           49. Specifically, Plaintiff and members of the Plaintiff Class were not provided with masks  
5 when the pandemic escalated in March 2020. Plaintiff went and purchased masks and medication for  
6 patients, and was not compensated for these purchases.

7 ***Facts Regarding Willfulness***

8           50. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and  
9 were advised by skilled lawyers, other professionals, employees with human resources background  
10 and advisors with knowledge of the requirements of California wage and hour laws.

11           51. Plaintiff is informed and believes and based thereon alleges that at all relevant times,  
12 Defendants had a consistent policy or practice of failing to compensate the Plaintiff Class members,  
13 including Plaintiff.

14           52. Plaintiff is informed and believes and based thereon alleges that at all relevant times,  
15 Defendants knew or should have known, that the Plaintiff Class members, including Plaintiff, were  
16 entitled to receive duty-free meal periods within the first five (5) hours of any shift of six (6) or more  
17 hours worked, and that any failure to do so requires Defendants to pay Plaintiff and the members of  
18 the plaintiff class one (1) hour of wages per day for untimely meal periods.

19           53. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,  
20 Defendants knew or should have known, that the Plaintiff Class members, including Plaintiff, were  
21 and are entitled to one (1) ten (10) minute rest break for each shift of four (4) hours or more, and that  
22 any failure to allow said breaks requires Defendants to pay the Plaintiff Class members, including  
23 Plaintiff, one (1) hour of wages per day for missed or on-duty rest breaks.

24 ***Unfair Business Practices***

25           54. Defendants have engaged in, and continue to engage in, unfair business practices in  
26 California by practicing, employing and utilizing the employment practices and policies outlined  
27 above.

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**Terminated Sub Class**

All members of the Plaintiff Class whose employment ended during the Class Period.  
(collectively "Plaintiff Class" or "Class Members")

63. Plaintiff is informed and believes, and on that basis alleges, that during the class period thousands of class members have been employed by Defendants as non-exempt employees in the State of California. Because so many persons have been employed by Defendants in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or impracticable.

64. Common questions of law, in fact, exist as to all members of the Plaintiff Class and predominate over any questions affecting solely individual members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the adjudication of class members claims are as follows:

- a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of California wage and hour statutes;
- b. Whether Defendants maintained accurate records of the hours worked by employees;
- c. Whether Defendants had a standard policy of not providing proper meal and rest breaks to Plaintiff and members of the Plaintiff Class;
- d. Whether Defendants unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages, in violation of California *Labor Code* §226;
- e. Whether Defendants unlawfully and/or willfully failed to compensate employees for all hours worked;
- f. Whether Defendants unlawfully/or willingly failed to timely pay Plaintiff and the Terminated Sub Class upon termination;
- g. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs,

1 attorneys' fees, and equitable relief;

2 h. Whether Defendants failed to reimburse Plaintiff and members of the Plaintiff  
3 Class for business expenses; and

4 i. Whether Defendants' conduct as alleged herein violates the Unfair Business  
5 Practices Act of California, *Bus. & Prof. Code* § 17200, *et seq.*

6 65. The claims of the named Plaintiff are typical of the claims of the members of the  
7 Plaintiff Class. Plaintiff and the members of the Plaintiff Class sustained losses, injuries and damages  
8 arising from Defendant's common policies, practices, procedures, protocols, routines, and rules which  
9 were applied to other class members as well as Plaintiff. Plaintiff seeks recovery for the same type of  
10 losses, injuries, and damages as were suffered by other members of the proposed class.

11 66. Plaintiff is an adequate representative of the proposed classes because he is a member  
12 of the class, and his interests do not conflict with the interests of the members he seeks to represent.  
13 Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and  
14 together Plaintiff and his counsel intends to prosecute this action vigorously for the benefit of the  
15 classes. The interests of the Class Members will fairly and adequately be protected by Plaintiff and  
16 his attorneys.

17 67. A class action is superior to other available methods for the fair and efficient  
18 adjudication of this litigation since individual litigation of the claims of all Class Members is  
19 impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an  
20 individual basis, because this would potentially result in hundreds of individuals, repetitive lawsuits.  
21 Further, individual litigation presents the potential for inconsistent or contradictory judgments, and  
22 the prospect of a "race to the courthouse," and an inequitable allocation of recovery among those with  
23 equally meritorious claims. By contrast, the class action device presents far fewer management  
24 difficulties, and provides the benefit of a single adjudication, economics of scale, and comprehensive  
25 supervision by a single court.

26 68. The various claims asserted in this action are additionally or alternatively certifiable  
27 under the provisions of the California *Code of Civil Procedure* § 382 because:  
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- 1 a. The prosecution of separate actions by hundreds of individual class members  
2 would create a risk or varying adjudications with respect to individual class  
3 members, thus establishing incompatible standards of conduct for Defendants,  
4 and  
5 b. The prosecution of separate actions by individual class members would also  
6 create the risk of adjudications with respect to them that, as a practical matter,  
7 would be dispositive of the interest of the other class members who are not a  
8 party to such adjudications and would substantially impair or impede the ability  
9 of such non-party class members to protect their interests.

10 69. Plaintiff hereby incorporates each and every allegation contained above and realleges  
11 said allegations as if fully set forth herein.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PAY FOR ALL HOURS WORKED**

14 **(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

15 70. Plaintiff incorporates herein by reference the allegations set forth above.

16 71. At all times relevant herein, which comprise the time period not less than four (4) years  
17 preceding the filing of this action, Defendants were required to compensate their hourly employees  
18 for all hours worked upon reporting for work at the appointed time stated by the employer, pursuant  
19 to the Industrial Welfare Commission Orders and California *Labor Code* §§ 200, 226, 1197, and 1198.

20 72. For at least the four (4) years preceding the filing of this action, Defendants failed to  
21 compensate employees for all hours worked. Defendants implemented policies that actively prevented  
22 employees from being compensated for all time worked by subjecting employees to work “off-the-  
23 clock.”

24 73. Under the above-mentioned wage order and state regulations, Plaintiff and the Plaintiff  
25 Class are entitled to recover compensation for all hours worked, but not paid, for the four (4) years  
26 preceding the filing of this action, in addition to reasonable attorney's fees and costs of suit in  
27 accordance with California *Labor Code* § 218.5, and penalties pursuant to California *Labor Code*  
28 §203 and 206.

1           74. Pursuant to a uniform policy originated by Defendants, Plaintiff and other members of  
2 the Plaintiff Class, would be required to travel between locations. While, Defendants did pay for  
3 mileage, the travel time was uncompensated and was "off the clock."

4           75. By way of example, Plaintiff's typical schedule was to work 5:45 AM to 1:45 PM at  
5 the Fillmore location, and 2 PM to 10 PM at the Lake Piru location. Thus, Plaintiff was required to  
6 drive between the two locations, all of which time was spent "off the clock."

7           76. Defendants did not compensate their hourly non-exempt employees for all the minutes  
8 that they worked as described above, including but not limited to the time that the employees were  
9 subject to the control and direction of Defendant; and/or the time that the employees were suffered or  
10 permitted to work.

11           77. Defendants have knowingly and willfully refused to perform their obligations to  
12 compensate Plaintiff and the Plaintiff Class for all wages earned and all hours worked, in violation of  
13 state law. As a direct result, Plaintiff and the Plaintiff Class have suffered, and continue to suffer,  
14 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and  
15 expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under  
16 state law, in accordance with Plaintiff's and the Plaintiff Class' respective damage amounts according  
17 to proof at time of trial.

18           78. Defendants committed such actions alleged knowingly and willfully, with the wrongful  
19 and deliberate intention of injuring Plaintiff and the Plaintiff Class, from improper motives amounting  
20 to malice, and in conscious disregard of Plaintiff's and the Plaintiff Class' rights.

21           79. Plaintiff and the Plaintiff Class are thus entitled to recover nominal, actual,  
22 compensatory, punitive, and exemplary damages in amounts according to proof at the time of trial.

23           80. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff  
24 Class have been damaged in an amount according to proof at time of trial.

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**SECOND CAUSE OF ACTION**  
**MISSED MEAL BREAKS IN VIOLATION OF**  
**CAL. LABOR CODE §§200, 226.7, 512**

**(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

81. Plaintiff incorporates herein by reference the allegations set forth above.

82. For at least the four (4) years preceding the filing of this action, Defendants failed to provide meal breaks as required by law.

83. California *Labor Code* § 226.7(a) provides that: “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

84. California *Labor Code* § 512 provides that: “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.”

85. The applicable Wage Order Section 11(D) states “If an employer fails to provide an employee a meal period in the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation each day that the meal period is not provided.”

86. Throughout the Class Period, Plaintiff and the members of the Plaintiff Class consistently worked over five (5) hours per work period, and therefore, were entitled to a meal period of not less than thirty (30) minutes prior to exceeding five (5) hours of employment.

87. Defendants failed to pay Plaintiff and the Class members the full statutory penalty for all late meal periods.

88. At all times relevant to this Complaint, each Defendant failed, and has continued to fail, to provide Plaintiff and the members of the Plaintiff Class with uninterrupted meal periods.

1 89. Thus, throughout the Class Period, Defendants regularly:

- 2 a. Failed to provide timely, 30-minute uninterrupted meal periods during which  
3 Plaintiff and the members of the Plaintiff Class were relieved of all duty for each  
4 five (5) hours of work;
- 5 b. Failed to provide Plaintiff and the members of the Plaintiff Class with a second  
6 meal period of not less than thirty (30) minutes during which they are relieved of  
7 all duty before working more than ten (10) hours per day;
- 8 c. Failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay at  
9 their regular rate of compensation for each workday that a meal period was not  
10 permitted.

11 90. Plaintiff alleges that meal breaks were rarely taken, and if they were taken, they were  
12 often interrupted. By way of example, Plaintiff alleges that he had to always be “on the clock”  
13 because frequently he was the only nurse working, and if patients needed him, he was required to  
14 leave his meal break.

15 91. As a direct and proximate result of the acts and/or omissions of Defendants, Plaintiff  
16 and the members of the Plaintiff Class have been deprived of meal period wages due in amounts to  
17 be determined at trial.

18 92. Defendants’ conduct described herein violates the Industrial Welfare Commission  
19 Order and California *Labor Code* §§ 226, 226.7, 512, and 1198.

20 **THIRD CAUSE OF ACTION**

21 **MISED REST BREAKS IN VIOLATION OF**

22 **CAL. LABOR CODE §§ 200, 226.7, 512**

23 **(By Plaintiff and the Members of the Plaintiff Class Against Defendants)**

24 93. Plaintiff incorporates herein by reference the allegations set forth above

25 94. For at least the four (4) years preceding the filing of this action, Defendants failed to  
26 provide proper rest breaks as required by law.

27 95. The applicable Wage Order Section 12(A) states “Every employer shall authorize and  
28 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each

1 work period. The authorized rest period time shall be based on the total hours worked daily at the rate  
2 of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

3 96. The applicable Wage Order Section 12(B) states “If an employer fails to provide an  
4 employee a rest period in accordance with the applicable provisions of this order, the employer shall  
5 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work  
6 day that the rest period is not provided.”

7 97. Plaintiff and the Class Members are entitled to recover additional compensation for all  
8 rest periods that were missed, but not paid for, during the four (4) years preceding the filing of this  
9 Complaint, plus reasonable attorneys’ fees and costs of suit pursuant to California *Labor Code* § 218.5  
10 and penalties pursuant to California *Labor Code* § 226.7.

11 98. Defendants failed to provide Plaintiff and Class Members with (10) minutes of rest  
12 time prescribed by law.

13 99. As a proximate result of the aforementioned violations, Plaintiff and the Class  
14 Members have been damaged in an amount according to proof at time of trial and have suffered, and  
15 continue to suffer, substantial losses related to the use and enjoyment of such monies, lost interest on  
16 such monies, and expenses and attorneys’ fees in seeking to compel Defendants to fully perform its  
17 obligations under state law. Plaintiff and the Class Members are thus entitled to recover nominal,  
18 actual, compensatory and exemplary damages in amount according to proof at time of trial.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO FURNISH AN ACCURATE ITEMIZED WAGE STATEMENT IN**

21 **VIOLATION OF CAL. LABOR CODE § 226**

22 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

23 100. Plaintiff hereby re-alleges, and incorporates by reference as though set fully forth  
24 herein, the allegations contained above.

25 101. California *Labor Code* § 226(a) sets forth reporting requirements for employers when  
26 they pay wages, as follows: “[e]very employer shall ... at the time of each payment of wages, furnish  
27 his or her employees ... an accurate itemized statement in writing showing (1) gross wages earned; (2)  
28 total hours worked by the employee.... (5) net wages earned ... (8) the name and address of the legal

1 entity that is the employer... (9) all applicable hourly rates in effect during the pay period and the  
2 corresponding number of hours worked at each hourly rate by the employee.” (Emphasis added.)  
3 Section (e) provides: “An employee suffering injury as a result of a knowing and intentional failure  
4 by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual  
5 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred  
6 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate  
7 penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and reasonable  
8 attorney’s fees.”

9 102. Defendants failed to accurately report the gross wages earned and the net wages earned  
10 by Plaintiff and the Class Members on their wage statements.

11 103. Defendants failed to accurately represent the total hours worked by Plaintiff and Class  
12 members because all hours worked are not accurately reflected on their wage statements, as a result  
13 of failing to compensate Plaintiff and members of the Plaintiff Class for time worked “off-the-clock.”

14 104. These wage statement violations are due to Defendants’ failure to accurately  
15 compensate Plaintiff and other Class Members for all time worked, and for meal and rest break  
16 violations.

17 105. Further, wage statements were not easily accessible to Plaintiff and members of the  
18 Plaintiff Class. Specifically, Plaintiff and members of the Plaintiff Class are only able to view pay  
19 statements using the Radian Software at Defendants’ locations, and are not provided other copies.

20 106. Plaintiff and Class members were damaged by these failures because, among other  
21 things, the failures hindered Plaintiff and Class members from determining the amounts of wages  
22 actually owed to them.

23 107. Plaintiff and Class Members request recovery of California *Labor Code* § 226(e)  
24 penalties according to proof, as well as interest, attorneys’ fees and costs pursuant to California *Labor*  
25 *Code* § 226(e), in a sum as provided by the Labor Code and/or other statutes.

26 108. Wherefore, Plaintiff requests relief as hereinafter provided.

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**FIFTH CAUSE OF ACTION**  
**FAILURE TO PAY WAGES AT TIME OF**  
**TERMINATION IN VIOLATION OF CAL. LABOR CODE §§ 201-203**

**(By Plaintiff and Members of the Terminated Sub Class Against Defendants)**

109. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

110. At all times, relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion during and at the end of their employment, pursuant to California *Labor Code* §§ 201-203.

111. As a pattern and practice, Defendants regularly failed to pay Plaintiff and the members of the Terminated Sub Class their final wages pursuant to California *Labor Code* §§ 201-203, and accordingly owe waiting time penalties pursuant to California *Labor Code* § 203.

112. The conduct of Defendants and its agents and managerial employees as described herein was willful, and in violation of the rights of Plaintiff and the individual members of the Terminated Sub Class.

113. Plaintiff is informed and believes, and based thereon alleges, that Defendants' willful failure to pay wages due and owing them upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members who have separated from employment are entitled to compensation pursuant to California *Labor Code* § 203.

**SIXTH CAUSE OF ACTION**  
**FAILURE TO REIMBURSE EXPENSES IN VIOLATION OF**  
**CALIFORNIA LABOR CODE §2802**

**(by Plaintiff and the Members of the Plaintiff Class against Defendant)**

114. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

115. Pursuant to California *Labor Code* §2802(a) an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even

1 though unlawful, unless the employee, at the time of obeying the directions, believed them to be  
2 unlawful.

3 116. Defendants have intentionally and willfully failed to reimburse and/or pay Plaintiff and  
4 the members of the Plaintiff Class for business-related expenses, including, but not limited to, supplies  
5 that were needed in response to the COVID-19 pandemic.

6 117. Specifically, Plaintiff and members of the Plaintiff Class were not provided with masks  
7 when the pandemic escalated in March 2020. Plaintiff went and purchased masks and medication for  
8 patients, and has not been compensated for these purchases.

9 118. As a result of Defendants' violation of California *Labor Code* §2802(a), Plaintiff and  
10 the members of the Plaintiff Class have suffered injury and damage to their statutorily-protected rights.

11 119. More specifically, Plaintiff and the members of the Plaintiff Class have been injured  
12 by Defendants' intentional and willful violation of California *Labor Code* §2802(a), because they  
13 were denied both their legal right and protected interest, in the reimbursement and payment of  
14 business-related expenses.

15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATIONS OF CALIFORNIA**

17 **BUSINESS AND PROFESSIONS CODE SECTION 17200, et seq.**

18 **(By Plaintiff and the Members of the Plaintiff Class Against Defendant)**

19 120. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth  
20 herein.

21 121. Section 17200 of the California *Business and Professions Code* prohibits any unlawful,  
22 unfair or fraudulent business act or practice.

23 122. Plaintiff brings this cause of action in a representative capacity on behalf of the general  
24 public and the persons affected by the unlawful and unfair conduct described herein. Plaintiff and  
25 members of the Plaintiff Class have suffered, and continue to suffer, injury in fact and monetary  
26 damages because of Defendants' actions.

27 123. The actions by Defendants as herein alleged amount to conduct which is unlawful and  
28 a violation of law. As such, said conduct amounts to unfair business practices in violation of California

1 *Business and Professions Code § 17200, et seq.*

2 124. Defendants' conduct as herein alleged has damaged Plaintiff and the members of the  
3 Plaintiff Class by denying them wages due and payable, by failing to provide proper meal and rest  
4 breaks, and by failing to pay all wages due in a timely manner at the time of termination (for the  
5 Terminated Sub Class). Defendants' actions are thus substantially injurious to Plaintiff and the  
6 members of the Plaintiff Class, causing them injury in fact and loss of money.

7 125. Because of such conduct, Defendants have unlawfully and unfairly obtained monies  
8 due to the Plaintiff and the members of the Plaintiff Class.

9 126. All members of the Plaintiff Class can be identified by reference to payroll and related  
10 records in the possession of the Defendants. The amount of wages due to Plaintiff and members of the  
11 Plaintiff Class can be readily determined from Defendants' records. The Class Members are entitled  
12 to restitution of monies due and obtained by Defendants during the Class Period as a result of  
13 Defendants' unlawful and unfair conduct.

14 127. During the Class Period, Defendants committed, and continue to commit, acts of unfair  
15 competition as defined by § 17200, et seq., of the *Business and Professions Code*, by and among other  
16 things, engaging in the acts and practices described above.

17 128. Defendants' course of conduct, acts, and practices in violation of the California law as  
18 mentioned in each paragraph above constitutes a separate and independent violation of § 17200, etc.,  
19 of the *Business and Professions Code*.

20 129. The harm to Plaintiff and the members of the Plaintiff Class of being wrongfully denied  
21 lawfully earned and unpaid wages outweighs the utility, if any, of Defendants' policies and practices  
22 and, therefore, Defendants' actions described herein constitute an unfair business practice or act within  
23 the meaning of *Business and Professions Code § 17200*.

24 130. Defendants' conduct described herein threatens an incipient violation of California's  
25 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly  
26 threatens or harms competition.

27 131. Defendants' course of conduct described herein further violates California *Business*  
28 *and Professions Code § 17200* in that it is fraudulent, improper, and unfair.



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10. For all such other and further relief that the Court may deem just and proper.

DATED: October 8, 2020

**BRADLEY/GROMBACHER LLP**

By:   
\_\_\_\_\_  
Marcus J. Bradley, Esq.  
Kiley L. Grombacher, Esq.  
Lirit A. King, Esq.

Attorneys for Plaintiff

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable as a matter of right.

DATED: October 8, 2020

**BRADLEY/GROMBACHER, LLP**

By:   
\_\_\_\_\_  
Marcus J. Bradley, Esq.  
Kiley L. Grombacher, Esq.  
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