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6 *Attorneys for Plaintiff*
7 TAWNYA COOGAN

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA CLARA**

11 TAWNYA COOGAN on behalf of herself, all)
others similarly situated, and all aggrieved)
12 employees,)

13)
14 Plaintiff,)

15 v.)

16 STANFORD HEALTH CARE, and DOES 1)
17 through 10, inclusive,)

18 Defendants.)

Case No: 19CV360010

CLASS & REPRESENTATIVE ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. UNFAIR BUSINESS PRACTICES;
2. VIOLATIONS OF THE LABOR
CODE;
3. PENALTIES; and
4. ATTORNEYS' FEES.

DEMAND FOR JURY TRIAL

Complaint Filed: December 12, 2019

KELLER GROVER LLP
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Tel. 415.543.1305 | Fax 415.543.7861

1 Plaintiff TAWNYA COOGAN, on behalf of herself, and all others similarly situated, and
2 all aggrieved employees, complains against Defendant STANFORD HEALTH CARE., and Does
3 1 through 10 (all referred to collectively as “Defendants” or “STANFORD HEALTH CARE”) as
4 follows:

5 **I. JURISDICTION AND VENUE**

6 1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among
7 other statutes, California Business & Professions Code §§ 17200, *et seq.*, and Labor Code
8 §§ 226(a), 226.7, 512, and 2802. In particular, Plaintiff has complied with all California Labor
9 Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys
10 General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

11 2. This Court has personal jurisdiction over the parties because at all times relevant
12 hereto Plaintiff was a California resident who worked in California for Defendants and
13 Defendants have systematically and continuously conducted business in the State of California.

14 3. Venue is proper in this Court under Code of Civil Procedure § 395.5 because the
15 principal place of business listed on the Secretary of State’s webpage for Defendant STANFORD
16 HEALTH CARE is in Santa Clara County at 300 Pasteur Drive H3200, Palo Alto, California
17 94304.

18 **II. PARTIES AND BACKGROUND**

19 4. Plaintiff TAWNYA COOGAN is an adult who worked for Defendants as an
20 hourly employee. Plaintiff worked for Defendants as a non-union sales associate from
21 approximately June 6, 2016 through March 6, 2019 at the main hospital building in Palo Alto,
22 California. Plaintiff’s employment was not subject to the terms and conditions of a collective
23 bargaining agreement.

24 5. Defendant STANFORD HEALTH CARE is a California domestic non-profit
25 corporation doing business throughout California and is a “person” as defined by Labor Code §
26 18 and Business and Professions Code § 17201. In addition, it is an “employer” as that term is
27 used in the Labor Code and in the California Industrial Welfare Commission’s Orders regulating
28 wages, hours, and working conditions.

6. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1 through 10, inclusive, and therefore sue those Defendants by those fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and on that ground alleges that each of the fictitiously named Defendants is responsible in some manner for the occurrences alleged and that Plaintiff's damages and other losses as alleged are proximately caused by those occurrences.

7. Plaintiff brings this action on behalf of a proposed class of hourly non-exempt employees employed by STANFORD HEALTH CARE in California to challenge Defendants' (a) policy and practice of violating Labor Code §§ 226.7 and 512 and IWC Wage Order 5-2001 by failing to provide meal periods, (b) policy and practice of violating of violating Labor Code § 226.7 and IWC Wage Order 5-2001 by failing to properly authorize and permit proper rest breaks, (c) policy and practice of violating Labor Code §§ 226 and 226(e) by failing to provide complete and accurate itemized wage statements; and (d) policy and practice of violating California Labor § 2802 by failing to reimburse aggrieved employees for expenses and losses incurred in direct consequence of the discharge of their duties.

8. Plaintiff seeks recovery of all allowable compensation and other sums for the violations described above, including unpaid penalties/premium pay for missed meal and rest breaks, reimbursement of unpaid business expenses, restitution and restoration of sums owed and property unlawfully withheld, statutory penalties, declaratory and injunctive relief, interest, attorneys' fees, and costs.

III. FACTUAL ALLEGATIONS

9. STANFORD HEALTH CARE operates medical facilities throughout California.

10. At all relevant times, Plaintiff was employed by STANFORD HEALTH CARE as an hourly, non-union employee as defined by § 2(F) of IWC Wage Order 5-2001.

11. At all times relevant, Labor Code §§ 226.7 and 512, and IWC Wage Order 5-2001, § 11 require employers to provide employees with a first meal period of not less than 30 minutes during which they are relieved of all duty before working more than five hours. As alleged herein, Defendants failed to provide adequate meal periods to Plaintiff and other putative class

1 members. Defendants' practices of failing to provide employees timely and uninterrupted meal
2 periods of not less than 30 minutes violates Labor Code §§ 226.7 and 512(a), and IWC Wage
3 Order 5-2001, § 11.

4 12. At all relevant times, Labor Code § 226.7 and IWC Wage Order 5-2001, § 12
5 require employers to provide a 10-minute rest break for every four hours or major fraction thereof
6 on shifts longer than three and one-half hours. Defendants had a policy and practice of failing to
7 provide putative class members adequate paid rest breaks in violation of Labor Code § 226.7 and
8 IWC Wage Order 5-2001, § 12.

9 13. Labor Code § 226 provides that every employer is required, "semimonthly or at
10 the time of each payment of wages," to give each employee an itemized wage statement,
11 including "gross wages earned." Defendants had a policy and practice of violating Labor Code §
12 226(a) by failing to provide complete and accurate itemized wage statements to Plaintiff and the
13 putative class members in that the wage statements provided did not, among other things, include
14 the total number of hours worked in violation of Labor Code § 226(a)(2). For example,
15 Plaintiff's wage statement attached hereto as Exhibit A lists a line item "REG" with "62.00"
16 hours, a line item "OVT" listing "0.72" hours, then a line item "WKND NU" with "6.00" hours.
17 It is impossible to determine from the wage statement if Plaintiff's total hours worked for the pay
18 period are 62.72 hours, 68.00 hours, 68.72 hours or some other number of hours.

19 14. Defendants had a policy and practice of violating Labor Code § 2802 by failing to
20 failing to reimburse Plaintiff and putative class members for necessary expenditures and losses as
21 required by Labor Code § 2802, including the costs of cellular telephones and related cellular
22 telephone service.

23 IV. CLASS ACTION ALLEGATIONS

24 15. Plaintiff brings this action on behalf of herself and as a class action under Code of
25 Civil Procedure § 382 on behalf of a class of similarly situated persons employed by
26 STANFORD HEALTH CARE in the state of California. Specifically, Plaintiff seeks to represent
27 the class of hourly employees employed by STANFORD HEALTH CARE in the state of
28 California at any time during the applicable limitations period preceding the original filing of this

1 Complaint and up to the present and until compliance with the law. Plaintiff also seeks to
2 represent the following sub-classes of employees who worked for STANFORD HEALTH CARE
3 within the State of California:

- 4 (a) All hourly employees employed in California at any time during the
5 applicable limitations period preceding the original filing of this Complaint
6 and up to the present and until compliance with the law, inclusive, who
7 were entitled to but were not provided with proper meal periods;
- 8 (b) All hourly employees employed in California at any time during the
9 applicable limitations period preceding the original filing of this Complaint
10 and up to the present and until compliance with the law, inclusive, who
11 were entitled to but were not authorized and permitted to take paid duty-
12 free, off-site rest breaks;
- 13 (c) All hourly employees employed in the State of California at any time
14 during the applicable limitations period preceding the original filing of this
15 Complaint and up to the present and until compliance with the law, who
16 did not receive complete and accurate wage statements; and
- 17 (d) All hourly employees employed in the State of California at any time
18 during the applicable limitations period preceding the original filing of this
19 Complaint and up to the present and until compliance with the law, who
20 were not fully reimbursed for necessary expenditures and losses as required
21 by Labor Code § 2802, including the costs of cellular telephones and
22 cellular telephone service.

23 16. The class and sub-classes Plaintiff seeks to represent contain numerous members
24 and are clearly ascertainable. Plaintiff reserves the right under Rule 3.765 of the California Rules
25 of Court to amend or modify the class and sub-class descriptions with greater specificity or
26 further division into additional sub-classes or limitation to particular issues.

27 17. By their unlawful practices and policies, Defendants have violated the rights of
28 employees under the laws and regulations of the State of California. The questions raised are,

1 therefore, of common or general interest to the class members, who have a well-defined
2 community of interest in the questions of law and fact raised in this action.

3 18. Plaintiff's claims are typical of those of the class, as Plaintiff now suffers and has
4 suffered in the past from the same violations of the law as other members of the proposed class.
5 Plaintiff has retained competent counsel to represent her and the class, and Plaintiff will fairly and
6 adequately represent the interests of the class.

7 19. This action may properly be maintained as a class action under Code of Civil
8 Procedure § 382 because there is a well-defined community of interest in the litigation and the
9 proposed class and sub-classes are easily ascertainable.

10 **Numerosity**

11 20. The members of the proposed class are so numerous that joinder of all class
12 members is impracticable. While the precise number of class members has not been determined
13 at this time, Plaintiff is informed and believes that Defendants have employed as many as 1,000
14 workers or more in the relevant time period.

15 21. Plaintiff alleges that Defendants' employment records would contain relevant
16 information as to the number of members of the proposed class.

17 **Commonality**

18 22. There are questions of law and fact common to the class that predominate over any
19 questions affecting only individual class members. Those common questions of law and fact
20 include, without limitation, the following:

- 21 (a) Whether Defendants have a policy and practice of failing to provide proper
22 duty-free meal periods;
- 23 (b) Whether Defendants have a policy and practice of failing to authorize and
24 permit putative class members to take paid duty-free, off-site rest breaks;
- 25 (c) Whether Defendants have a policy and practice of violating Labor Code §
26 226 by failing to properly provide required information on wage
27 statements, such as the total hours worked;
- 28 (d) Whether Defendants have a policy and practice of violating Labor Code §

2802 by failing to fully reimburse class members for necessary expenditures and losses as required by Labor Code § 2802, including the costs of cellular telephones and related cellular telephone service; and

(e) Whether Plaintiff and the members of the class are entitled to restitution and equitable relief under Business and Professions Code §§ 17200, *et seq.*

Typicality and Adequacy of Representation

23. Plaintiff's claims are typical of the claims of the proposed class. Plaintiff and all members of the proposed class sustained injuries and economic loss arising out of and caused by Defendants' common course of conduct in violation of laws and regulations alleged in this complaint.

24. Plaintiff will fairly and adequately protect the interests of all proposed class members. Plaintiff has no interests that are antagonistic to those of the proposed class and is not subject to any unique defenses. Plaintiff also has retained counsel experienced in class actions and in representing employees and protecting employees' rights.

Superiority of Class Action

25. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed class members is not practicable, and questions of law and fact common to the class predominate over any questions affecting only individual members of the class. Each member of the class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

26. Class action treatment will allow those similarly-situated persons to litigate their claims in the manner that is most effective and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

27. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all proposed class members is impractical. Even if every proposed class member could afford individual litigation, the court system could not. It would be unduly burdensome to the courts if individual litigation

1 of numerous cases were to be required. Individualized litigation also would present the potential
2 for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to
3 all parties and to the court system resulting from multiple trials of the same complex factual
4 issues. By contrast, the conduct of this action as a class action with respect to some or all of the
5 issues presented herein gives rise to fewer management difficulties, conserves the resources of the
6 court system and the parties and protects the rights of each proposed class member. Further, it
7 prevents the very real harm that would be suffered by numerous putative class members who
8 simply will be unable to enforce individual claims of this size on their own, and by Defendants'
9 competitors, who will be placed at an unfair competitive disadvantage as their punishment for
10 obeying the law. Plaintiff does not anticipate difficulties in the management of this action.

11 **V. REPRESENTATIVE ACTION ALLEGATIONS**

12 28. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
13 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt
14 employees who performed work for STANFORD HEALTH CARE within the State of California
15 and were not provided their required meal periods.

16 29. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
17 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt
18 employees who performed work for STANFORD HEALTH CARE within the State of California
19 and were not authorized or permitted to take all of their required rest periods.

20 30. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
21 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt
22 employees who performed work for STANFORD HEALTH CARE within the State of California
23 and did not receive the complete and accurate itemized wage statements required by Labor Code
24 § 226(a).

25 31. Plaintiff seeks to represent all aggrieved employees with the meaning of Labor
26 Code §§ 2698, *et seq.*, who are or were employed by Defendants as hourly non-exempt
27 employees who performed work for STANFORD HEALTH CARE within the State of California
28 and were not paid reimbursed for all necessary expenses and losses in violation of Labor Code §

1 2802.

2 32. There is a well-defined community of interest in the questions of law and fact
3 affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees'
4 claims against Defendants involve questions of common or general interest including but not
5 limited to the following: (1) whether Defendants had a policy and practice of failing to provide
6 aggrieved employees with all of their required meal periods; (2) whether Defendants had a policy
7 and practice of failing to provide aggrieved employees with all of their required rest periods; (3)
8 whether Defendants had a policy and practice of violating Labor Code § 226 by failing to provide
9 required information on wage statements, such as gross wages earned, and whether those
10 statements were accurate; and (4) whether Defendants had a policy and practice of violating
11 Labor Code § 2802 by failing to reimburse aggrieved employees for necessary expenditures and
12 losses.

13 33. Plaintiff's experiences are typical of the experiences of the aggrieved employees
14 whom Plaintiff seeks to represent on a PAGA representative basis and her interests are consistent
15 with, and not antagonistic to, those of the State of California and the other aggrieved employees.
16 Plaintiff will fairly and adequately represent the interests of the State of California and the
17 aggrieved employees whom he seeks to represent because Plaintiff also is an aggrieved employee
18 and her claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys
19 who are experienced in the prosecution of class and representative actions, and Plaintiff intends to
20 prosecute this action vigorously.

21 34. Common questions of law and fact exist as to all aggrieved employees that
22 predominate over any other questions affecting only individual aggrieved employees.

23 35. Plaintiff requests permission to amend the Complaint to include additional
24 representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved
25 employees.

26 **VI. FIRST CAUSE OF ACTION**

27 **(UNFAIR BUSINESS PRACTICES – CAL. BUS. & PROF. CODE §§ 17200, *et seq.*)**

28 36. Plaintiff repeats and realleges each and every paragraph above as though fully set

1 forth herein.

2 37. California Business and Professions Code §§ 17200, *et seq.*, prohibit unfair
3 competition in the form of any unlawful, unfair, deceptive, or fraudulent business act or practice.

4 38. Beginning at an exact date unknown to Plaintiff, but at least during the four-year
5 period preceding the filing of the Complaint and up through the present, Defendants committed
6 unlawful acts and practices as defined by California Business and Professions Code §§ 17200, *et*
7 *seq.* Defendants have had a policy and practice of engaging in unlawful and unfair business
8 practices including but not limited to violations of:

- 9 (a) Labor Code §§ 226.7 and 512 (failure to provide meal periods);
10 (b) Labor Code § 226.7 (failure to authorize and permit rest periods);
11 (c) Labor Code § 2802 (failure to reimburse business expenses); and
12 (d) Industrial Welfare Commission IWC Wage Order No. 5-2001.

13 39. The violations of those laws and the acts and practices described in this Complaint
14 constitute unlawful, unfair, deceptive and fraudulent business acts and practices and unfair
15 competition within the meaning of Business and Professions Code §§ 17200, *et seq.*

16 40. As a direct and proximate result of those acts and practices, Defendants have
17 received and continue to hold as ill-gotten gains money and property belonging to Plaintiff and
18 the class, in that Defendants have profited in those amounts from their unlawful practices.

19 41. Business and Professions Code § 17203 provides that the Court may restore to any
20 person in interest any money or property which may have been acquired by means of unfair
21 competition and order Defendants to make restitution to Plaintiff for the practices alleged in this
22 Complaint. Plaintiff and putative class members are entitled under Business and Professions
23 Code §§ 17203 and 17208 to restitution and restoration of all wages unlawfully withheld at any
24 time during the four-year period preceding the filing of the Complaint and up through the present
25 and until the violations have been corrected, together with all civil penalties owed in connection
26 with those violations. Plaintiff will, upon leave of the Court, amend this Complaint to state those
27 amounts when they are ascertained.

28 42. Plaintiff's success in this action will enforce important rights affecting the public

1 interest and, in that regard, Plaintiff sues on behalf of the proposed class as well as on behalf of
2 herself and the general public. Plaintiff seeks and is entitled to unpaid wages, injunctive relief,
3 and any other remedy owing to Plaintiff and all others similarly situated.

4 43. Injunctive relief is necessary and appropriate to prevent Defendants from repeating
5 or continuing their wrongful business practices alleged above.

6 44. To prevent Defendants from profiting and benefiting from their wrongful and
7 illegal policies and practices, an order requiring Defendants to restore to Plaintiff all monies and
8 property unlawfully gained through Defendants' unlawful practices is appropriate and necessary.

9 45. Plaintiff takes upon herself enforcement of these laws and lawful claims. There is
10 a financial burden incurred in pursuing this action and it would be against the interests of justice
11 to penalize Plaintiff by forcing her to pay attorneys' fees from the recovery in this action.
12 Therefore, an award of attorneys' fees is appropriate under California Code of Civil Procedure §
13 1021.5.

14 Wherefore, Plaintiff prays for relief as set forth below.

15 **VII. SECOND CAUSE OF ACTION**
16 **(FAILURE TO PROVIDE MEAL PERIODS)**

17 46. Plaintiff repeats and realleges each and every paragraph above as though fully set
18 forth herein.

19 47. At all relevant times, the Defendants were "employers" of Plaintiff and members
20 of the proposed class within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order
21 3-2001, § 2(F).

22 48. At all relevant times, Labor Code §§ 226.7 and 512, and IWC Wage Order 5-2001,
23 § 11 provide that employees must receive a first meal period of not less than 30 minutes before
24 working more than five hours, and a second meal period of not less than 30 minutes before
25 working more than 10 hours in a day.

26 49. As alleged herein, Defendants failed to provide adequate meal periods to Plaintiff
27 and other putative class members. Defendants' practices of failing to provide employees timely
28 and uninterrupted meal periods of not less than 30 minutes violates Labor Code §§ 226.7 and

1 512(a), and IWC Wage Order 5-2001, § 11.

2 50. Accordingly, Plaintiff and members of the proposed class are entitled to proper
3 compensation, restitution and premium pay for each meal period that was not provided as
4 required by law and to the waiting time penalties attached to those violations.

5 51. STANFORD HEALTH CARE's violations of Labor Code §§ 226.7 and 512 and
6 IWC Wage Order 5-2001 as alleged above are ongoing and will continue unless and until this
7 Court enters an injunction barring those violations.

8 52. Plaintiff is entitled to an award of attorneys' fees and costs and expenses incurred
9 in this action under Code of Civil Procedure § 1021.5.

10 Wherefore, Plaintiff prays for relief as set forth below.

11 **VIII. THIRD CAUSE OF ACTION**
12 **(FAILURE TO PROVIDE MEAL PERIODS –**
13 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

14 53. Plaintiff repeats and realleges each and every paragraph above as though fully set
15 forth herein.

16 54. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties
17 on their own behalf and on behalf of other current and former employees.

18 55. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
19 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
20 violator and against whom one or more of the alleged violations was committed.

21 56. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
22 action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199.

23 57. By the actions alleged herein, Defendants failed to provide all required meal
24 periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199.

25 58. Therefore, Plaintiff and all current and former aggrieved employees demand the
26 penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198 and
27 1199.

28 59. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code §

2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

IX. FOURTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST BREAKS)

60. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

61. At all relevant times, Labor Code § 226.7 and IWC Wage Order 5-2001, § 12 require employers to provide a paid 10-minute rest break for every four hours or major fraction thereof on shifts longer than three and one-half hours.

62. As alleged above, Defendants had a policy and practice of refusing and/or failing to authorize and permit employees to take a rest break of not less than 10 minutes for every four hours worked or major fraction thereof as required by Labor Code § 226.7 and IWC Wage Order 5-2001, § 12. Accordingly, Plaintiff and members of the proposed class are entitled to proper compensation, restitution and premium pay for each rest break that was not provided as required by Labor Code § 226.7.

63. Defendants' violations of Labor Code § 226.7 and IWC Wage Order 5-2001 as alleged above are ongoing and will continue unless and until this Court enters an injunction barring those violations.

64. Plaintiff is entitled to an award of attorneys' fees and costs and expenses incurred in this action under Code of Civil Procedure § 1021.5.

Wherefore, Plaintiff prays for relief as set forth below.

X. FIFTH CAUSE OF ACTION

**(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

65. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

66. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

1 violation occurred and \$100 for each subsequent pay period in which Defendants failed to comply
2 with the statute, up to a maximum of \$4,000 per employee.

3 75. Under Labor Code § 226(g), Plaintiff is entitled to injunctive relief and an order of
4 this Court requiring Defendants to comply with all provisions of Labor Code § 226. Plaintiff also
5 is entitled under Labor Code § 226(g) to an award of attorneys' fees and costs incurred in
6 bringing this action.

7 Wherefore, Plaintiff prays for relief as set forth below.

8 **XII. SEVENTH CAUSE OF ACTION**

9 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS –**
10 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

11 76. Plaintiff repeats and realleges each and every paragraph above as though fully set
12 forth herein.

13 77. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties
14 on their own behalf and on behalf of other current and former employees.

15 78. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code
16 Private Attorneys General Act of 2004 because she is a person who was employed by the alleged
17 violator and against whom one or more of the alleged violations was committed.

18 79. Plaintiff has met all of the Labor Code § 2699.3 requirements to commence a civil
19 action against Defendants for violations of Labor Code § 226(a), 1198 and 1199.

20 80. By their actions as alleged herein, Defendants have failed to comply with Labor
21 Code §§ 226(a), 1198 and 1199 as they relate to Plaintiff and the other aggrieved employees. As
22 alleged above, Defendants employ a policy and practice of failing to provide complete and
23 accurate itemized wage statements to Plaintiff and other aggrieved employees as required by
24 Labor Code § 226(a) in that the wage statements provided do not, other things, include the total
25 number of hours worked in violation of Labor Code § 226(a)(2). For example, Plaintiff's wage
26 statement attached hereto as Exhibit A lists a line item "REG" with "62.00" hours, a line item
27 "OVT" listing "0.72" hours, then a line item "WKND NU" with "6.00" hours. It is impossible to
28 determine from the wage statement if Plaintiff's total hours worked for the pay period are 62.72

hours, 68.00 hours, 68.72 hours or some other number of hours.

81. Therefore, Plaintiff, for herself and all current and former aggrieved employees, demands the penalties provided by Labor code § 2699(f) for violations of Labor Code § 226(a), 1198 and 1199.

82. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XIII. EIGHTH CAUSE OF ACTION

(FAILURE TO REIMBURSE BUSINESS EXPENSES)

83. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

84. At all relevant times, Labor Code § 2802 has required an employer to reimburse an employee for necessary expenditures and losses incurred by an employee in the direct consequence of the discharge of his or her duties.

85. Defendants have had a policy and practice of improperly and unfairly refusing to reimburse Plaintiff and members of the putative class for necessary expenditures and losses, including the costs of required cellular telephones and cellular telephone service, all in violation of Labor Code § 2802.

86. As a result of Defendants' failure to comply with the provisions of Labor Code section 2802, Plaintiff and other putative class member have suffered damages. Plaintiff, for herself and other putative class members, seek reimbursement for the expenditures and losses incurred in the discharge of their respective duties and/or on behalf of Defendants, together with interest and attorneys' fees as provided in Labor Code §§ 218.6 and 2802(c).

XIV. NINTH CAUSE OF ACTION

(LABOR CODE § 2802 – LABOR CODE PRIVATE ATTORNEYS

GENERAL ACT OF 2004)

87. Plaintiff repeats and realleges each and every paragraph above as though fully set forth herein.

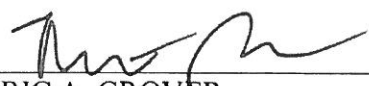
iv. For compensatory damages in amounts according to proof at time of trial representing the amount of unpaid compensation owed to Plaintiff and class members for missed meal and rest breaks due and owing during the applicable limitations period preceding

- 1 the filing of the Complaint and up to and including the present and until the date of
2 compliance with the law;
- 3 v. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or
4 former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198 and
5 1199 (missed meal periods and missed rest periods) during the applicable limitations
6 period preceding the original filing of the Complaint and up to and including the present
7 and until the date of compliance with the law;
- 8 vi. For the statutory amounts provided by Labor Code § 226(e) for Plaintiff and class
9 members during the applicable limitations period preceding the filing of this Complaint
10 and up through and including the present and until the date of compliance with the law;
- 11 vii. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or
12 former aggrieved employee for each violation of Labor Code §§ 226(a) (failure to
13 provide itemized wage statements), 1198 and 1199 during the applicable limitations
14 period preceding the original filing of the Complaint and up through the present and
15 until the date of compliance with the law;
- 16 viii. For compensatory damages in amounts according to proof at time of trial representing
17 the amount of unreimbursed business expenses owed to Plaintiff during the applicable
18 limitations period preceding the filing of the Complaint and up to and including the
19 present and until the date of compliance with the law;
- 20 ix. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or
21 former aggrieved employee for each violation of Labor Code § 2802 (failure to
22 reimburse business expenses) during the applicable limitations period preceding the
23 original filing of the Complaint and up through the present and until the date of
24 compliance with the law;
- 25 x. For reasonable attorneys' fees and costs as allowed by Labor Code §§ 218.5, 226(e),
26 226(g), 2802, 2699(g) and Code of Civil Procedure § 1021.5;
- 27 xi. For all interest as required by Labor Code § 218.6 and other applicable law; and
- 28 xii. For such other and further relief as the Court may deem proper.

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2 Dated: March 5, 2020

Respectfully submitted,

3 **KELLER GROVER LLP**

4
5 By: 

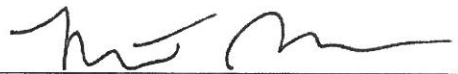
6 ERIC A. GROVER
7 ROBERT SPENCER
8 Attorneys for Plaintiff
9 and the Proposed Class

10 **JURY TRIAL DEMAND**

11 Plaintiff demands a trial by jury as to all issues so triable.

12 Dated: March 5, 2020

13 **KELLER GROVER LLP**

14 By: 

15 ERIC A. GROVER
16 ROBERT SPENCER
17 Attorneys for Plaintiff
18 and the Proposed Class
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PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **March 12, 2020**, in the case of *Coogan v. Stanford Health Care*, Santa Clara Superior Court Case Number 19CV360010, I served the foregoing document(s):

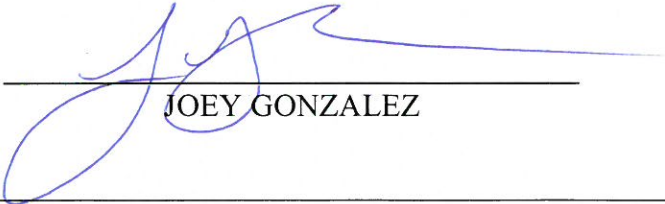
FIRST AMENDED COMPLAINT

on the interested party(ies) below, using the following means:

Stanford Health Care
c/o Debra L Zumwalt
Registered Agent for Service of Process
450 Jane Stanford Way, Building 170,
Third Floor
Stanford, California 94305

Registered Agent for Defendant
Stanford Health Care

☒	(BY UNITED STATES MAIL) I sealed the envelope(s), with postage thereon fully prepaid, and on the date below, following ordinary business practices, I placed it for collection and mailing in the United States Postal Service, in San Francisco, California.
☐	(BY OVERNIGHT DELIVERY) I placed a true copy in a sealed envelope addressed as indicated above this date. I am familiar with the firm's practice of collection and processing correspondence for Federal Express delivery. It is deposited in a Federal Express depository on that same day in the ordinary course of business for delivery to the parties above the next business day. (CCP §1013)
☐	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☐	(BY ELECTRONIC SERVICE- File & ServeXpress) by submitting an electronic version of the documents through the user interface at www.fileandserveexpress.com and by emailing a word version of the document to the above referenced email addresses.
☐	(BY ELECTRONIC MAILING) through the CM/ECF system, in accordance with Fed. R. Civ. P. 5(d) on the date set forth above.
☐	(BY PERSONAL SERVICE – USA Legal Network, Inc.) I caused such envelope(s) to be delivered by hand this date to the offices of the addressee(s).
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.
☐	(FEDERAL) I declare under penalty of perjury under the laws of the United States that the above is true and correct.


JOEY GONZALEZ