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Attorneys for Plaintiff JOSALYNN WRIGHT,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOSALYNN WRIGHT, an individual on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

HOAG MEMORIAL HOSPITAL
PRESBYTERIAN, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01442514-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:
Hon. Melissa R. McCormick
Dept.: CX-104

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure to Pay Reporting Time Pay;
4. Meal Period Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Violation of Labor Code § 203;
7. Violation of Labor Code § 204;
8. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
9. Violation of Business & Professions Code § 17200 *et seq*; and
10. Penalties under PAGA, Labor Code § 2698.

DEMAND FOR JURY TRIAL

1
2 **INTRODUCTION**

3 1. Plaintiff JOSALYNN WRIGHT (“Plaintiff”) brings this action on behalf of herself
4 and the Class Members who are defined as “all current and former employees within the State of
5 California who, at any time from four (4) years prior to the filing of this lawsuit, are or were
6 employed as non-exempt hourly employees by Defendants HOAG MEMORIAL HOSPITAL
7 PRESBYTERIAN, a California Corporation; and DOES 1 through 50 (collectively referred to
8 herein as “Defendants”).”

9 2. Plaintiff alleges that Defendants, and each of them, violated various provisions of the
10 California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the
11 California Business & Professions Code, and seeks redress for these violations.

12 3. Upon information and belief, Plaintiff was employed by Defendants and (1) shared
13 similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3)
14 endured similar violations at the hands of Defendants as the other Class Members who served in
15 similar and related positions.

16 **THE PARTIES**

17 **A. The Plaintiff**

18 4. Plaintiff JOSALYNN WRIGHT resides in California, during the time period relevant
19 to this Complaint, and was employed by Defendants as a non-exempt hourly employee within the
20 State of California.

21 **B. The Defendants**

22 5. Defendant HOAG MEMORIAL HOSPITAL PRESBYTERIAN is a California
23 corporation with its principal offices in Newport Beach, California and is registered with the
24 California Secretary of State. Defendant HOAG MEMORIAL HOSPITAL PRESBYTERIAN has
25 been the employer listed on the wage statements and employment records issued to Plaintiff during
26 the relevant time period that Plaintiff was employed with Defendants. HOAG MEMORIAL
27 HOSPITAL PRESBYTERIAN employs Plaintiff and the Class Members in California, including at
28 Defendants’ offices and facilities in Newport Beach, California, and throughout California, and

conducts business throughout California.

6. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Class Members. Defendants, and each of them, exercised control over the wages, hours or working conditions of Class Members, or suffered or permitted Class Members to work, or engaged, thereby creating a common law employment relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly employed Class Members.

8. Whenever and wherever reference is made in this Complaint to any act by a Defendant or Defendants, such allegations and references shall also be deemed to mean the acts and failures to act of each defendant acting individually, jointly, and severally.

9. Whenever and wherever reference is made to individuals who are not named as a Defendant in this Complaint but were agents, servants, employees and/or supervisors of Defendants, such individuals at all relevant times acted on behalf of Defendants within the scope of their employment.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as

1 a Class Action on behalf of similarly situated Class Members of Defendants pursuant to California
2 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant
3 to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
4 liabilities giving rise to this lawsuit occurred in part in Orange County. Defendants maintain and
5 operate facilities in Orange County and employs Plaintiff and other Class Members in Orange
6 County, while doing business throughout California.

7 **FACTUAL BACKGROUND**

8 11. Class Members consistently worked at Defendants behest without being paid all
9 wages due. Class Members were either not paid by Defendants for all hours worked or were not
10 paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants
11 failed to pay Class Members all wages due and owing, including by requiring off the clock work,
12 failing to pay reporting time pay, failing to provide meal breaks, failing to furnish accurate wage
13 statements, failing to timely pay wages including final wages, and failing to maintain accurate
14 records, all in violation of various provisions of the California Labor Code and applicable Wage
15 Orders.

16 12. During the course of Class Members' employment with Defendants, they were not
17 paid all wages they were owed, including for all work performed resulting in off the clock work.
18 Defendants required Class Members to perform pre-shift and post-shift off the clock work. For
19 instance, Defendants would require Class Members to put on their uniforms, such as scrubs, and put
20 on protective gear, such as a jacket, hair net, and shoe covers, all before clocking in. Defendants
21 also required Class Members to take off their uniforms and protective gear after clocking out.
22 Additionally, Class Members had to wait in line for the time clock to become available to clock in.
23 Further, Class Members were required to badge into the parking structure, enter the building and
24 badge into the department before clocking in. Class Members were not paid for this time.

25 13. By implementing policies, programs, practices, procedures and protocols which
26 resulted in off the clock work, Defendants' willful actions resulted in the systematic underpayment
27 of wages to Class Members, including underpayment of overtime pay to Class Members over the
28 relevant time period. For example, the above described off the clock work addressed above caused

1 Plaintiff to begin receiving overtime pay later than she should have.

2 14. As a result of the above described requirements to work off the clock by Defendants,
3 and the other wage violations they endured at Defendants' hands, Class Members were not properly
4 paid all wages earned and all wages owed to them by Defendants, including when working more
5 than eight (8) hours in any given day and/or more than forty (40) hours in any given week.

6 15. As a result of Defendants' unlawful policies and practices, Class Members incurred
7 overtime hours worked for which they were not adequately and completely compensated, in addition
8 to the hours they were required to work off the clock. To the extent applicable, Defendants also
9 failed to pay Class Members at an overtime rate of 1.5 times the regular rate for the first eight hours
10 of the seventh consecutive work day in a week and overtime payments at the rate of 2 times the
11 regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under
12 the Labor Code and applicable IWC Wage Orders.

13 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
14 to the present, Defendants had a consistent policy or practice of failing to pay Class Members for
15 all hours worked, and failing to pay minimum wages for all time worked, as required by California
16 law. Defendants thus failed to pay Class Members at least minimum wages for all the time they
17 worked for Defendants in violation of the Labor Code and applicable IWC Wage Orders as the
18 actual times when Class Members were under the control and direction of Defendants was under
19 reported in the hours reflected on the timekeeping records. Furthermore, Defendants' willful actions
20 resulted in the systematic underpayment of wages to Class Members, including underpayment of
21 overtime pay to Class Members over a period of time.

22 17. Also, from at least four (4) years prior to the filing of this lawsuit and continuing to
23 the present, Defendants also had a consistent policy or practice of failing to pay Class Members
24 their true and correct overtime compensation at premium overtime rates for all hours worked in
25 excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours
26 worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
27 sections of IWC Wage Orders.

28 18. Moreover, Defendant required Plaintiff and the Class Members to report for a

1 scheduled workday and would, on occasion, send Plaintiff and the Class Members home within the
2 first two (2) hours of work. On such days when Defendant required Plaintiff and the Class Members
3 to report to work only to be sent home, they were not paid required reporting time wages.

4 19. Additionally, Defendants failed to provide all the legally required unpaid, off-duty
5 meal periods to Class Members, as required by the applicable Wage Order and Labor Code. Class
6 Members were required to perform work as ordered by Defendants for more than five (5) hours
7 during a shift but were often required to do so without receiving a lawful and timely meal break. In
8 addition to untimely meal periods, Defendants also required Class Members to respond to work
9 demands. Defendants placed their needs over Class Members lawful meal breaks, and this resulted
10 in Class Members often having to work through their scheduled meal breaks, or otherwise taking
11 shortened ones, because the demands of the job would not avail them the opportunity to take a
12 lawfully uninterrupted and off duty meal break.

13 20. On the occasions when Class Members worked over 10 hours in a shift, Defendants
14 also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a
15 result, Defendants' failure to provide Class Members with all legally required off-duty, unpaid meal
16 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also
17 failed to pay Class Members "premium pay," i.e. one hour of wages at each Class Member's
18 effective hourly rate of pay, for each meal period that Defendants failed to provide or deficiently
19 provided.

20 21. Therefore, for at least four years prior to the filing of this action and through to the
21 present, Defendants have regularly required Class Members to work shifts in excess of five (5) hours
22 without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and
23 shifts in excess of (10) hours without providing them with second meal periods of not less than thirty
24 minutes; nor did Defendants pay Class Members "premium pay," i.e. one hour of wages at each
25 Class Member's effective hourly rate of pay, for each meal period that Defendants failed to provide
26 or deficiently provided.

27 22. Meal period violations thus occurred in one or more of the following manners:

28 (a) Class Members were not provided full thirty-minute duty free meal periods

1 for work days in excess of five (5) hours and were not compensated one (1)
2 hour's wages in lieu thereof, all in violation of, among others, Labor Code
3 §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage
4 Order(s);

5 (b) Class Members were not provided second full thirty-minute duty free meal
6 periods for work days in excess of ten (10) hours;

7 (c) Class Members were required to work through at least part of their daily
8 meal period(s);

9 (d) Meal periods were provided after five (5) hours of continuous work during
10 a shift; and

11 (e) Class Members were restricted in their ability to take a full thirty-minute
12 meal period.

13 23. Defendants also consistently failed to issue accurate itemized wage statements as
14 required by Labor Code § 226(a). Specifically, the wage statements given to Class Members failed
15 to accurately account for unpaid wages and overtime because Defendants under-reported the actual
16 hours worked by Class Members due to off the clock work. Additionally, the wage statements given
17 to Class Members failed to accurately account for premium pay for deficiently provided meal
18 periods.

19 24. From at least four (4) years prior to filing this lawsuit and continuing to the present,
20 Defendants have thus also had a consistent policy of failing to pay all wages owed to Class Members
21 at the time of their termination of within seventy-two (72) hours of their resignation, as required by
22 California wage-and-hour laws. Specifically, Plaintiff and Class Members were not paid all regular
23 and overtime wages because Defendants failed to pay for all hours worked by requiring off the clock
24 work to the detriment of Class Members. Additionally, Defendants failed to pay premium wages
25 owed for unprovided meal periods, as further detailed in this Complaint. Defendants' failure to pay
26 said wages within the required time was willful within the meaning of Labor Code § 203.

27 25. Moreover, Defendants also failed to provide suitable seating to Class Members. The
28 operations at Defendants' facilities allowed for the presence and use of a stool or seat by Class

Members during the performance of their work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. However, Defendants failed to provide Class Members suitable seating when the nature of these employees' work reasonably permitted sitting.

26. In light of the foregoing, Plaintiff and Class Members bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698 *et seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of the Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

28. Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Reporting Time Pay Subclass. All Class Members who, within the applicable limitations period, were not paid reporting time pay.

d. Subclass 4. Meal Period Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Class Member's regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class Members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Termination Pay Subclass. All Class Members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon

1 termination.

2 g. Subclass 7: Failure to Timely Pay Wages Twice Monthly Subclass. All Class
3 Members who were subject to Defendants' policy and practice of not timely paying all wages earned
4 when they were due and payable at least twice monthly.

5 h. Subclass 8. Payroll Records Subclass. All Class members who were subject to
6 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
7 by California wage-and-hour laws.

8 i. Subclass 9. UCL Subclass. All Class Members who are owed restitution as a result
9 of Defendants' business acts and practices, to the extent such acts and practices are found to be
10 unlawful, deceptive, and/or unfair.

11 29. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
12 the class description with greater particularity or further division into subclasses or limitation to
13 particular issues. To the extent equitable tolling operates to toll claims by the Class against
14 Defendants, the Class Period should be adjusted accordingly.

15 30. Defendants, as a matter of company policy, practice and procedure, and in violation
16 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
17 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
18 a practice whereby Defendants failed to correctly calculate compensation for the time worked by
19 Class Members, even though Defendants enjoyed the benefit of this work, required Class Members
20 to perform this work and permitted or suffered to permit this work. Defendants have uniformly
21 denied these Class Members wages to which these employees are entitled to and failed to provide
22 meal periods, in order to unfairly cheat the competition and unlawfully profit.

23 31. This action has been brought and may properly be maintained as a class action under
24 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
25 interest in litigation and proposed class is easily ascertainable.

26 **A. Numerosity**

27 32. The potential members of the class as defined are so numerous that joinder of all the
28 member of the class is impracticable. While the precise number of class members has not been

1 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
2 time period relevant to this lawsuit, hundreds of employees who satisfy the Class definition within
3 the State of California.

4 33. Accounting for employee turnover during the relevant time period increases this
5 number substantially. Plaintiff alleges that Defendants' employment records will provide
6 information as to the number and location of all Class Members.

7 **B. Commonality**

8 34. There are questions of law and fact common to the Class that predominates over any
9 questions affecting only individual Class Members. These common questions of law and fact
10 include:

- 11 a. Whether Defendants failed to pay Class Members minimum wages;
- 12 b. Whether Defendants failed to pay Class Members wages for all hours worked;
- 13 c. Whether Defendants failed to pay Class Members overtime as required under Labor
14 Code § 510;
- 15 d. Whether Defendant failed to pay reporting time pay;
- 16 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
17 IWC Wage Orders, by failing to provide Class Members with requisite meal
18 periods or premium pay in lieu thereof;
- 19 f. Whether Defendants violated Labor Code § 226(a) by providing Class Members
20 with inaccurate wage statements;
- 21 g. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
22 wages and compensation due and owing at the time of termination of employment;
- 23 h. Whether Defendants' conduct was willful;
- 24 i. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage
25 Orders by failing to maintain accurate records of Class Members' earned wages and
26 work periods;
- 27 j. Whether Defendants violated Labor Code § 1194 by failing to compensate all Class
28 Members during the relevant time period for all hours worked, whether regular or

overtime;

k. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;

l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

m. Whether Class Members are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

35. The claims of the named Plaintiff is typical of those of Class Members. The Class Members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

36. Plaintiff will fairly and adequately represent and protect the interest of the Class Members. Counsel who represents Class Members are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

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

38. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class Members is impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class Members. Further, as the economic or other loss suffered by vast numbers of Class Members may be relatively small, the expense and burden of individual actions makes it difficult for the Class Members to individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action is the only mechanism that will permit the employment of a

1 fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
2 managing this case as a class action, and proceeding on a class-wide basis will permit Class
3 Members to vindicate their rights for violations they endured which they would otherwise be
4 foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to
5 them.

6 39. Class action treatment will allow those persons similarly situated to litigate their
7 claims in the manner that is most efficient and economical for the parties and the judicial system.
8 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
9 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would set
10 forth the subject and nature of the instant action. The Defendants' own business records can be
11 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that
12 any further notice is required additional media and/or mailings can be used.

13 40. Defendants, as prospective and actual employers of the Class Members, had a special
14 fiduciary duty to disclose to prospective Class Members the true facts surrounding Defendants' pay
15 practices, policies and working conditions imposed upon Class Members as well as the effect of any
16 alleged arbitration agreements that may have been forced upon them. In addition, Defendants knew
17 they possessed special knowledge about pay practices and policies, most notably intentionally
18 refusing to pay for all hours actually worked which should have been recorded in Defendants' pay
19 records and the consequence of the alleged arbitration agreements and policies and practices on
20 Class Members.

21 41. Class Members did not discover the fact that they were entitled to all pay under the
22 Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about
23 Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury, right to collectively
24 organize and oppose unlawful pay practices under California law as well as obtain injunctive relief
25 preventing such practices from continuing. As a result, the applicable statutes of limitation were
26 tolled until such time as Plaintiff and the Class Members discovered their claims.

27 **FIRST CAUSE OF ACTION**
28 **FAILURE TO PAY MINIMUM WAGES**

(Against All Defendants)

42. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

43. Defendants failed to pay Class Members minimum wages for all hours worked. Defendants had a consistent policy of misstating Class Members' time records and failing to pay Class Members for all hours worked. Class Members would work hours and not receive wages, including as alleged above in connection with off the clock work. Defendants, and each of them, have intentionally and improperly changed, adjusted and/or modified the hours of Class Members, which resulted in off the clock work and underpayment of all wages owed to Class Members over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Class Members, to their detriment. Additionally, Defendants had a consistent policy of failing to pay Class Members for hours worked during alleged meal periods for which Class Members were consistently denied, as also addressed herein. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Class Members as to minimum wage pay.

44. In California, employees must be paid at least the then applicable state minimum wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

45. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

46. The applicable minimum wages fixed by the commission for work during the relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

47. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal

1 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
2 balance of the full amount of this minimum wage or overtime compensation, including interest
3 thereon, reasonable attorney's fees and costs of suit."

4 48. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
5 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
6 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
7 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
8 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may
9 be used as a credit against a minimum wage obligation.

10 49. In committing these violations of the California Labor Code, Defendants
11 inaccurately recorded, or required Class Members to input times that did not reflect their actual
12 hours worked, or calculated the correct time worked and consequently underpaid the actual time
13 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all earned
14 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
15 Commission requirements and other applicable laws and regulations. As a result of these violations,
16 Defendant also failed to timely pay all wages earned in accordance with California Labor Code §
17 1194.

18 50. California Labor Code § 1194.2 also provides for the following remedies: "In any
19 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
20 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
21 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

22 51. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
23 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely
24 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
25 minimum wages.

26 52. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to
27 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

28 53. Defendants have the ability to pay minimum wages for all time worked and have

1 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
2 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class Members.

3 54. Wherefore, Class Members are entitled to recover the unpaid minimum wages
4 (including double minimum wages), liquidated damages in an amount equal to the minimum wages
5 unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to
6 California Labor Code § 1194(a). Plaintiff and the other members of the Class further request
7 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
8 of any statutory penalties against Defendants, in a sum as provided by the California Labor Code,
9 including § 558, and/or other applicable statutes.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

12 **(Against All Defendants)**

13 55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 56. California Labor Code § 1194 provides that "any employee receiving less than the
16 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
17 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
18 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
19 may be maintained directly against the employer in an employee's name without first filing a claim
20 with the Division of Labor Standards and Enforcement.

21 57. By their conduct, as set forth herein, Defendants violated California Labor Code §
22 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Class Members:
23 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
24 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on
25 the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked
26 in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours
27 on any seventh day of work in a workweek.

28 58. Defendants had a consistent policy of not paying Class Members wages for all hours

1 worked by requiring off the clock work as addressed above. Defendants, and each of them, have
2 intentionally and improperly required Class Members to work off the clock, including Plaintiff, in
3 order to avoid paying Class Members and Plaintiff all earned and owed straight time and overtime
4 wages and other benefits, in violation of the California Labor Code, the California Code of
5 Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards
6 and Enforcement. Defendants have also violated these provisions by requiring Class Members to
7 work through portions of their meal period. Therefore, Class Members were not properly
8 compensated, nor were they paid overtime rates for hours worked in excess of eight hours in a given
9 day, and/or forty hours in a given week. Based on information and belief, Defendants did not make
10 available to Class Members a reasonable protocol for correcting time records when Class Members
11 worked overtime hours or to fix incorrect time entries.

12 59. Defendants' failure to pay Class Members the unpaid balance of regular wages owed
13 and overtime compensation, as required by California law, violates the provisions of Labor Code
14 §§ 510 and 1198, and is therefore unlawful.

15 60. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
16 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
17 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
18 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
19 pay period for which the employee was underpaid in addition to an amount sufficient to recover
20 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to an amount
22 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
23 the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in this section
24 are in addition to any other civil or criminal penalty provided by law." Defendants have violated
25 provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
26 Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor Code § 558.

27 61. Defendants' failure to pay compensation in a timely fashion also constituted a
28 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.

1 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
2 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
3 compensation earned by Class Members. Each such failure to make a timely payment of
4 compensation to Class Members constitutes a separate violation of California Labor Code § 204.

5 62. Class Members have been damaged by these violations of California Labor Code §§
6 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

7 63. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
8 510, 558, and 1194, and the applicable IWC Wage Order, paragraph 3(A) and 4(B), Defendants are
9 liable to Class Members for the full amount of all their unpaid wages and overtime compensation,
10 with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any
11 statutory penalties against Defendants, and each of them, and any additional sums as provided by
12 the Labor Code and/or other statutes.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PAY REPORTING TIME PAY**

15 **(Against all Defendants)**

16 64. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 65. Section 5(A) of the applicable Wage Order(s), requires that for "[E]ach workday an
19 employee is required to report for work and does report, but is not put to work or is furnished less
20 than half said employee's usual or scheduled day's work, the employee shall be paid for half the
21 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
22 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

23 66. As addressed in detail above, Defendants followed a uniform policy of failing to pay
24 reporting time pay in accordance with the applicable IWC Wage Order requirements. For example,
25 Defendant required Plaintiff and the Class Members to report for a scheduled workday and would,
26 on occasion, send Plaintiff and the Class Members home within the first two (2) hours of work. On
27 such days when Defendant required Plaintiff and the Class Members to report to work only to be
28 sent home, they were not paid required reporting time wages.

67. Plaintiff brings this claim for failure to pay reporting time pay as required by Section 5 of the applicable IWC Wage Orders pursuant to California Labor Code §1198, which instructs that: “the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

68. Reporting time pay constitutes wages that remain unpaid to Plaintiff and the Class members, despite the fact that they were required by Defendants to report for work and were under Defendants' control during these times and were unable to use their time for their own purposes. The failure to pay for reporting time pay is a violation of the California wage orders and is a failure to pay all wages owed, which is a violation of Labor Code §1198.

69. Under Section 20(A) of the applicable IWC Wage Orders, Plaintiff and the Class members are entitled to recover civil penalties, in addition to other penalties, for each underpaid Employee for violation of Section 5 of the IWC Wage Orders in the amount of \$50 for the initial violation and \$100 for subsequent violations during each relevant pay period when Defendants failed to pay reporting time pay. These reporting time pay violations also give rise to violations of Labor Code §§ 203, 226, and under the PAGA.

70. Accordingly, Plaintiff seeks to recover unpaid reporting time pay which Defendants failed to pay Plaintiff and the Class members pursuant to Sections 5(A) and 20(A) of the applicable IWC Wage Orders and civil penalties and attorneys' fees and costs as may be authorized.

FOURTH CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

72. Class Members regularly worked shifts greater than five (5) hours and in some instances, greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of

1 not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or
2 her with a second meal period of not less than thirty (30) minutes.

3 73. Defendants failed to provide Class Members with meal periods as required under the
4 Labor Code. Defendants placed their needs over Class Members lawful meal breaks and this resulted
5 in Class Members consistently having to work through their scheduled meal breaks because the
6 demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off-
7 duty meal break. Furthermore, upon information and belief, on the occasions when Class Members
8 worked more than ten (10) hours in a given shift, they did so without receiving a second
9 uninterrupted thirty (30) minute meal period as required by law.

10 74. Defendants thus failed to provide Class Members with meal periods as required by
11 the Labor Code, including by not providing them with the opportunity to take meal breaks, by
12 providing them late or for less than thirty (30) minutes, or by requiring them to perform work during
13 breaks.

14 75. Moreover, Defendants failed to compensate Class Members for each meal period not
15 provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the
16 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
17 meal period in accordance with this section, the employer shall pay the employee one (1) hour of
18 pay at the employee's regular rate of compensation for each workday that the meal period is not
19 provided. Defendants failed to compensate Class Members for each meal period not provided or
20 inadequately provided, as required under Labor Code § 226.7.

21 76. Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
22 paragraph 11, Class Members are entitled to damages in an amount equal to one (1) hour of wages
23 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a
24 sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants,
25 and each of them, in a sum as provided by the Labor Code and other statutes.

26 **FIFTH CAUSE OF ACTION**
27 **VIOLATION OF LABOR CODE § 226(a)**
28 **(Against All Defendants)**

1 77. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
2 full herein.

3 78. California Labor Code § 226(a) requires an employer to furnish each of his or her
4 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
5 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
6 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
7 the employee's wages; or, if wages are paid by cash or personal check, these statements may be
8 given to the employee separately from the payment of wages; in either case the employer must give
9 the employee these statements twice a month or each time wages are paid.

10 79. Defendants failed to provide Class Members with accurate itemized wage statements
11 in writing, as required by the Labor Code. Specifically, the wage statements given to Class Members
12 failed to accurately account for unpaid wages and overtime because Defendants under-reported the
13 actual hours worked by Class Members due to the off the clock work. Additionally, the wage
14 statements given to Class Members failed to accurately account for premium pay for deficiently
15 provided meal periods.

16 80. Throughout the liability period, Defendants intentionally failed to furnish to Class
17 Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages
18 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
19 applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
20 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only
21 the last four digits of his or her social security number or an employee identification number other
22 than a social security number, (8) the name and address of the legal entity that is the employer and
23 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate by the employee pursuant to Labor Code § 226, amongst other statutory
25 requirements. Defendants knowingly and intentionally failed to provide Class Members with such
26 timely and accurate wage and hour statements.

27 81. Class Members suffered injury as a result of Defendants' knowing and intentional
28 failure to provide them with the accurate wage and hour statements as required by law and are

1 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the
2 Defendants have failed to provide wage statements with accurate and complete information as
3 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class Members
4 cannot promptly and easily determine from the wage statement alone one or more of the following:
5 (i) The amount of the gross wages or net wages paid to the employee during the pay period or any
6 of the other information required to be provided on the itemized wage statement pursuant to items
7 (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from
8 gross wages to determine the net wages paid to the employee during the pay period, (iii) The name
9 and address of the employer and, (iv) The name of the employee and only the last four digits of his
10 or her social security number or an employee identification number other than a social security
11 number. For purposes of Labor Code § 226(e) “promptly and easily determine” means a reasonable
12 person [i.e. an objective standard] would be able to readily ascertain the information without
13 reference to other documents or information.

14 82. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code §
15 226(a), Class Members suffered injuries, including among other things confusion over whether they
16 received all wages owed them, the difficulty and expense involved in reconstructing pay records,
17 and forcing them to make mathematical computations to analyze whether the wages paid in fact
18 compensated them correctly for all hours worked.

19 83. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC
20 Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual damages
21 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
22 (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
23 thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys’ fees.

24 **SIXTH CAUSE OF ACTION**
25 **VIOLATION OF LABOR CODE § 203**
26 **(Against All Defendants)**

27 84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 85. Numerous Class Members are no longer employed by Defendants; they either quit
2 Defendants' employ or were fired therefrom.

3 86. Defendants failed to pay these Class Members all wages due and certain at the time
4 of termination or within seventy-two (72) hours of resignation.

5 87. The wages withheld from these Class Members by Defendants remained due and
6 owing for more than thirty (30) days from the date of separation from employment.

7 88. Defendants failed to pay Class Members without abatement, all wages as defined by
8 applicable California law. Specifically, Plaintiff and Class Members were not paid all regular and
9 overtime wages because Defendants failed to pay for all hours worked by requiring off the clock
10 work. Additionally, Defendants failed to pay premium wages owed for unprovided meal periods, as
11 further detailed in this Complaint. Defendants' failure to pay said wages within the required time
12 was willful within the meaning of Labor Code § 203.

13 89. Defendants' failure to pay wages, as alleged entitles these Class Members to
14 penalties under Labor Code § 203, which provides that an employee's wages shall continue until
15 paid for up to thirty (30) days from the date they were due.

16 **SEVENTH CAUSE OF ACTION**
17 **VIOLATION OF LABOR CODE § 204**
18 **(Against All Defendants)**

19 90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 91. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
22 employment are due and payable twice during each calendar month, on days designated in advance
23 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
24 of any calendar month shall be paid for between the 16th and the 26th day of the month during
25 which the labor was performed, and labor performed between the 16th and the last day, inclusive,
26 of any calendar month, shall be paid for between the 1st and 10th day of the following month."
27 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
28 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days

1 following the close of the payroll period.” As detailed above, Defendants maintained a consistently
2 applied policy and practice of not paying all wages earned between the 1st and 15th days of a month
3 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day
4 of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay
5 all wages earned by not more than seven calendar days following the close of the payroll period.
6 These failures arose from Defendants’ failure to pay for all hours worked.

7 92. All wages due and owing to Plaintiff and the Class Members, including as required
8 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail above.
9 Additionally, wages required by Labor Code § 1194 and other sections became due and payable to
10 each Class Member in each pay period that he or she was not provided with a meal period or paid
11 straight or overtime wages or commissions to which he or she was entitled.

12 93. Defendants thus violated Labor Code § 204 by systematically refusing to pay wages
13 due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable
14 IWC Wage Orders, employers are required “to pay each employee, on the established payday for
15 the period involved, not less than the applicable minimum wage for all hours worked in the payroll
16 period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than
17 those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff
18 and the Class Members may therefore pursue damages and penalties for violations of Labor Code §
19 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph
20 20 of the applicable IWC Wage Orders.

21 94. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to
22 represent they have been deprived of wages in amounts to be determined at trial, and they are entitled
23 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant
24 to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
25 Wage Orders.

26 **EIGHTH CAUSE OF ACTION**

27 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
28 **AND 1174.5**

1 (Against All Defendants)

2 95. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
3 full herein.

4 96. California Labor Code § 1174 requires that all employers shall keep accurate time
5 and wage records for all employees. California Labor Code § 1174.5 further requires that any
6 employee suffering injury due to a willful violation of the aforementioned obligations may seek
7 damages, including civil penalties, from the employer.

8 97. During the course of Plaintiff's and Class Members' employment, Defendants
9 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
10 required by California Labor Code § 1174 by failing to pay Plaintiff and Class Members proper
11 wages, overtime, and premium pay as discussed above.

12 98. Accordingly, Defendants are liable for civil penalties pursuant to the California
13 Labor Code § 1174.5 for the three (3) years prior to the filing of this Complaint.

14 NINTH CAUSE OF ACTION

15 VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*

16 (Against All Defendants)

17 99. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 100. Plaintiff, on behalf of herself, Class Members, and the general public, brings this
20 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
21 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class
22 Members and the general public. Plaintiff seeks to enforce important rights affecting the public
23 interest within the meaning of Code of Civil Procedure § 1021.5.

24 101. Plaintiff is a "person" within the meaning of Business & Professions Code
25 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
26 relief, restitution, and other appropriate equitable relief.

27 102. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
28 practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in

1 that Defendants' policy and practice failed to provide the required amount of compensation for
2 missed meal breaks, and failed to adequately compensate Class Members for all hours worked, due
3 to systematic business practices as alleged herein that cannot be justified, pursuant to the applicable
4 California Labor Code and Industrial Welfare Commission requirements in violation of California
5 Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue injunctive
6 and equitable relief, pursuant to California Business & Professions Code § 17203, including
7 restitution of wages wrongfully withheld.

8 103. Wage-and-hour laws express fundamental public policies. Paying employees their
9 wages and overtime, providing them with meal periods, etc., are fundamental public policies of
10 California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce
11 minimum labor standards, to ensure that employees are not required or permitted to work under
12 substandard and unlawful conditions, and to protect law-abiding employers and their employees
13 from competitors who lower costs to themselves by failing to comply with minimum labor
14 standards.

15 104. Defendants have violated statutes and public policies. Through the conduct alleged
16 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
17 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
18 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
19 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
20 guaranteed to all employees under the law.

21 105. Defendants' conduct, as alleged above, constitutes unfair competition in violation of
22 the Business & Professions Code § 17200 *et seq.*

23 106. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
24 overtime, failing to provide meal periods, etc., either knew or in the exercise of reasonable care
25 should have known that their conduct was unlawful; therefore their conduct violates the Business &
26 Professions Code § 17200 *et seq.*

27 107. By the conduct alleged herein, Defendants have engaged and continue to engage in
28 a business practice which violates California and federal law, including but not limited to, the

1 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
2 Code including Sections 203, 204, 226, 226.7, 512, 1194, 1197, and 1198, for which this Court
3 should issue declaratory and other equitable relief pursuant to California Business & Professions
4 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
5 competition, including restitution of wages wrongfully withheld.

6 108. As a proximate result of the above-mentioned acts of Defendants, Class Members
7 have been damaged, in a sum to be proven at trial.

8 109. Unless restrained by this Court, Defendants will continue to engage in such unlawful
9 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
10 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
11 the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited
12 by the Business & Professions Code, including but not limited to the disgorgement of such profits
13 as may be necessary to restore Class Members to the money Defendants have unlawfully failed to
14 pay.

15 **TENTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 2698, ET SEQ.**

17 **(Against All Defendants)**

18 110. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 111. Plaintiff and the Employees in the Class are also Class Members as defined under
21 Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were
22 or are employed by the alleged violators, Defendants, during the relevant time period (“Class
23 Members”).

24 112. In failing to pay Class Members minimum wages and overtime, not providing
25 proper meal and rest periods, failing to provide accurate wage statements, and failing to pay
26 Employees upon termination or timely upon resignation, all discussed above, Defendants failed to
27 timely pay Class Members wages on a semimonthly basis as required under Labor Code § 204.
28 Defendants also failed to maintain records showing accurate hours worked and the wages paid to

1 Class Members, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage
2 Orders.

3 113. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
4 for Defendants' violation of Labor Code provisions included under Labor Code 2699.5, including
5 the penalty provisions, without limitation, based, inter alia, on the following California Labor
6 Code sections: 201, 202, 203, 204, 210, 221, 226, 226(b), 226.3, 226.7, 510, 512, 558, 558.1,
7 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2926, and 2927, *et*
8 *seq.*

9 114. More specifically, after complying with the notice procedures of Labor Code §
10 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
11 and other similarly Class Members, a PAGA claim for violations of the above addressed
12 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
13 including as follows:

14 (a) Wage Claims: For failure to provide Plaintiff and the Class Members all earned
15 regular pay and minimum wages for regular hours worked and for failure to pay overtime premium
16 wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and 1198, and
17 paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and
18 statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2,
19 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code
20 § 2699(g)(1);

21 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Class Members
22 off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty,
23 timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§
24 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s)
25 seeking all civil and statutory penalties available and applicable, including under paragraph 20 of
26 the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including
27 sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor
28 Code § 2699(g)(1);

1 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
2 Plaintiff and Class Members with accurate, itemized wage statements and failure to maintain
3 employment records for Plaintiff and Class Members under Labor Code §§ 226, 1174, and 1198.5,
4 and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and
5 statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558,
6 1174.5, 1199, 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for
7 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing
8 inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a),
9 Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3,
10 which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount
11 of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
12 dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

13 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
14 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 202, 203, 204,
15 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor
16 Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the
17 applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code §
18 2699(g)(1);

19 (e) All Alleged Violations of the IWC Wage Orders and Other Labor Code
20 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
21 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
22 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
23 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
24 Labor Code § 2699(g)(1).

25 115. As also addressed above, Plaintiff, on behalf of the Class Members, also seeks the
26 penalties and remedies set forth in Labor Code § 558, which states:

27 (a) Any employer or other person acting on behalf of an employer who violates, or
28 causes to be violated, a section of this chapter or any provision regulating hours and days of work

1 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
2 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
3 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
4 (2) For any subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
5 pay period for which the employee was underpaid in addition to an amount sufficient to recover
6 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
7 employee.

8 (b) If upon inspection or investigation the Labor Commissioner determines that a person
9 had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter,
10 or any provision regulation hours and days of work in any order of the Industrial Welfare
11 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
12 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
13 violation of this chapter shall be the same as those set out in Section 1197.1.

14 (c) The penalties provided for in this section are in addition to any other civil or criminal
15 penalty provided by law.

16 116. Plaintiff has exhausted her administrative remedies by sending a certified letter to
17 the LWDA and Defendants postmarked on **November 26, 2024**, addressing in detail the specific
18 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
19 to support the alleged violations and requested penalties. The LWDA has not provided notice of
20 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
21 letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed
22 herein and in the PAGA Notice Letter and the original Complaint.

23
24 **RELIEF REQUESTED**

25 WHEREFORE, Plaintiff prays for the following relief:

- 26 1. For an order certifying this action as a class action;
27 2. For compensatory damages in the amount of the unpaid minimum wages for work
28 performed by Class Members and unpaid overtime compensation from at least four (4) years prior

1 to the filing of this action, as may be proven;

2 3. For liquidated damages in the amount equal to the unpaid minimum wage and interest
3 thereon, from at least four (4) years prior to the filing of this action, according to proof;

4 4. For compensatory damages in the amount of all unpaid wages, including overtime
5 and double-time pay, as may be proven;

6 5. For compensatory damages in the amount of the hourly wage made by Class
7 Members for each missed or deficient meal period where no premium pay was paid therefor from
8 four (4) years prior to the filing of this action, as may be proven;

9 6. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;

10 7. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were
11 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

12 8. For restitution and/or damages for all amounts unlawfully withheld from the wages
13 for all class members in violation of Labor Code § 204, as may be proven;

14 9. For restitution for unfair competition pursuant to Business & Professions Code
15 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

16 10. For an order enjoining Defendants and their agents, servants, and employees, and all
17 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
18 adumbrated in this Complaint;

19 11. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

20 12. For other wages and penalties under the Labor Code as may be proven;

21 13. For all general, special, and incidental damages as may be proven;

22 14. For an award of pre-judgment and post-judgment interest;

23 15. For an award providing for the payment of the costs of this suit;

24 16. For an award of attorney's fees; and

25 ///

26 ///

27 ///

28 ///

1 17. For such other and further relief as this Court may deem proper and just.

2
3 DATED: January 30, 2025

D.LAW, INC.

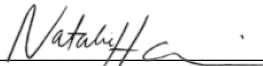
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5 By: Natalie Haritoonian
6 David Yeremian
7 Natalie Haritoonian
8 Andrea A. Amaya Silva
9 Attorneys for Plaintiff JOSALYNN
10 WRIGHT, and all others similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: January 30, 2025

D.LAW, INC.

By: 
David Yeremian
Natalie Haritounian
Andrea A. Amaya Silva
Attorneys for Plaintiff JOSALYNN
WRIGHT, and all others similarly situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd, Suite 840, Glendale, CA 91205.

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[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Silvia Pimentel

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd MAILING ADDRESS: P.O. Box 1994 CITY AND ZIP CODE: Santa Ana CA 92702 BRANCH NAME: Civil Complex Center	<i>FOR COURT USE ONLY</i>
SHORT TITLE: Wright vs. Hoag Memorial Hospital Presbyterian	
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 30-2024-01442514-CU-OE-CXC

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of Orange. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Josalynn Wright, an individual
 On Behalf of: Josalynn Wright; CCMS ID: 81511079
 Transaction Number: 31597301
 Court Received Date: 01/30/2025
 Court Received Time: 11:16:00 AM
 Filed Date: 01/30/2025
 Filed Time: 11:16 AM
 Fee Amount Assessed: \$0.00
 Case Number: 30-2024-01442514-CU-OE-CXC
 Case Title: Wright vs. Hoag Memorial Hospital Presbyterian
 Location: Civil Complex Center
 Case Type: Other employment
 Case Category: Civil - Unlimited
 Jurisdictional Amount: > 35000

Case Title:

Documents Electronically Filed/Received

Amended Complaint\n(FIRST)

Status

Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider LegalConnect

Email: support@legalconnect.com

Contact Person: Customer Support

Phone: 8009096859