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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

YAMA SAIDI, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

HOAG MEMORIAL HOSPITAL
PRESBYTERIAN; and DOES 1 through
20, inclusive,

Defendants.

Case No. 30-2021-01235263-CU-OE-CXC

Assigned for all purposes to:

Hon. Randall Sherman, Dept. CX-105

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Timely Pay Wages;
8. Failure to Pay All Wages Due Upon Separation of Employment; and
9. Violation of Business and Professions Code §§ 17200, *et seq.*
10. Enforcement of Labor Code § 2698 *et seq.* (“PAGA”)

1 Plaintiff Yama Saidi, individually, and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Yama Saidi (“Plaintiff”) brings this putative class and representative
5 action against defendants Hoag Memorial Hospital Presbyterian, and DOES 1 through 20,
6 inclusive (collectively, “Defendants”), on behalf of himself individually and a putative class of
7 California citizens who are and were employed by Defendants as non-exempt employees
8 throughout California.

9 2. Defendants are engaged in the healthcare industry.

10 3. Through this action, Plaintiff alleges that Defendants have engaged in a
11 systematic pattern of wage and hour violations under the California Labor Code and Industrial
12 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
13 unfair competition.

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime
17 wages);
18 (b) failing to provide lawful meal periods or compensation in lieu thereof;
19 (c) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
21 (d) failing to reimburse business expenses;
22 (e) failing to provide accurate itemized wage statements; and
23 (f) failing to pay all wages timely during employment and due upon
24 separation of employment.

25 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
26 others similarly situated in California to recover, among other things, unpaid wages and
27 benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§
28 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 511, 512, 558, 1182.12, 1194,

1 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and Code of California Civil Procedure § 1021.5.

2 **JURISDICTION AND VENUE**

3 6. This is a class action pursuant to California Code of Civil Procedure § 382. The
4 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits
5 of the Superior Court and will be established according to proof at trial.

6 7. This Court has jurisdiction over this action pursuant to the California
7 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
8 causes except those given by statutes to other courts. The statutes under which this action is
9 brought do not specify any other basis for jurisdiction.

10 8. This Court has jurisdiction over all Defendants because, upon information and
11 belief, they are citizens of California, have sufficient minimum contacts in California, or
12 otherwise intentionally avail themselves of the California market so as to render the exercise of
13 jurisdiction over them by the California courts consistent with traditional notions of fair play
14 and substantial justice.

15 9. Venue is proper in this Court because, upon information and belief, Defendants
16 reside, transact business, or have offices in this county, and the acts and omissions alleged
17 herein took place in this county.

18 **THE PARTIES**

19 10. Plaintiff is a citizen of California. Plaintiff was employed by Defendants during
20 the Class Period in California.

21 11. Plaintiff is informed and believes, and thereon alleges that at all times
22 hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage
23 Orders as employers, whose employees were and are engaged throughout this county and the
24 State of California.

25 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
26 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
27 Complaint and serve such fictitiously named defendants once their names and capacities
28 become known.

13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

14. 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 defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ACTION ALLEGATIONS

18. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of himself and all others similarly situated who were affected by Defendants' Labor Code, Business and Professions Code §§ 17200, *et. seq.*, and IWC Wage Order violations.

19. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

20. Plaintiff's proposed class consists of and is defined as follows:

Class

1 All California citizens currently or formerly employed by Defendants as non-
2 exempt employees in the State of California at any time between August 1, 2019
3 and the date of class certification (“Class”).

4 21. Plaintiff also seeks to certify the following subclass of employees:

5 Waiting Time Subclass

6 All Class Members who separated their employment with Defendants at any time
7 between August 1, 2019 and the date of class certification (“Subclass” or “Waiting
8 Time Subclass”).

9 22. Plaintiff reserves the right to establish other or additional subclasses, or modify
10 or re-define the Class, or any class or subclass definition as appropriate based on investigation,
11 discovery, and specific theories of liability.

12 23. Members of the Class and the Subclass described above will be collectively
13 referred to as “Class Members.”

14 24. There are common questions of law and fact as to the Class Members that
15 predominate over any questions affecting only individual members including, but not limited to,
16 the following:

17 (a) Whether Defendants paid Plaintiff and Class Members all wages
18 (including minimum wages and overtime wages) for all hours worked by
19 Plaintiff and Class Members.

20 (b) Whether Defendants required Plaintiff and Class Members to work over
21 8 hours per day, over twelve (12) hours per day, and/or over forty (40)
22 hours per week and failed to pay them overtime compensation at the
23 proper rate.

24 (c) Whether Defendants failed to implement and/or follow a proper
25 Alternative Workweek Schedule for Plaintiff and Class Members.

26 (d) Whether Defendants deprived Plaintiff and Class Members of timely
27 meal periods or required Plaintiff and Class Members to work through
28 meal periods without compensation.

- 1 (e) Whether Defendants deprived Plaintiff and Class Members of rest breaks
2 or required Plaintiff and Class Members to work through rest breaks
3 without compensation.
- 4 (f) Whether Defendants failed to reimburse Plaintiff and Class Members for
5 necessary business-related costs expended for the benefit of Defendants.
- 6 (g) Whether Defendants failed to provide Plaintiff and Class Members
7 accurate itemized wage statements.
- 8 (h) Whether Defendants failed to timely pay Plaintiff and the Subclass all
9 wages due upon termination or within seventy-two (72) hours of
10 resignation.
- 11 (i) Whether Defendants' conduct was willful or reckless.
- 12 (j) Whether Defendants engaged in unfair business practices in violation of
13 Business and Professions Code §§ 17200, *et seq.*

14 25. There is a well-defined community of interest in this litigation and the proposed
15 Class and Subclass are readily ascertainable:

16 (a) Numerosity: The Class Members are so numerous that joinder of all
17 members is impractical. Although the members of the entire Class and Subclass are unknown
18 to Plaintiff at this time, on information and belief, the class is estimated to be greater than one
19 100 individuals. The identities of the Class Members are readily ascertainable by inspection of
20 Defendants' employment and payroll records.

21 (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the
22 claims (or defenses, if any) of the Class Members because Defendants' failure to comply with
23 the provisions of California's wage and hour laws entitled each Class Member to similar pay,
24 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
25 sustained by the Class Members, because they arise out of and are caused by Defendants'
26 common course of conduct as alleged herein.

27 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
28 interests of all Class Members because it is in his best interest to prosecute the claims alleged

1 herein to obtain full compensation and penalties due to his and the Class Members. Plaintiff's
2 attorneys, as proposed class counsel, are competent and experienced in litigating large
3 employment class actions and versed in the rules governing class action discovery,
4 certification, and settlement. Plaintiff has incurred and, throughout the duration of this action,
5 will continue to incur attorneys' fees and costs that have been and will be necessarily expended
6 for the prosecution of this action for the substantial benefit of the Class Members.

7 (d) Superiority: The nature of this action makes use of class action
8 adjudication superior to other methods. A class action will achieve economies of time, effort,
9 and expense as compared with separate lawsuits and will avoid inconsistent outcomes because
10 the same issues can be adjudicated in the same manner for the entire Class and Subclass at the
11 same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently
12 manage this case as a class action.

13 (e) Public Policy Considerations: Employers in the State of California
14 violate employment and labor laws every day. Current employees are often afraid to assert their
15 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing
16 actions because they believe their former employers might damage their future endeavors
17 through negative references and/or other means. Class actions provide class members who are
18 not named in the complaint with a type of anonymity that allows for the vindication of their
19 rights while affording them privacy protections.

20 **GENERAL ALLEGATIONS**

21 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
22 California residents as non-exempt employees at Defendants' California business location(s).

23 27. Defendants continue to employ non-exempt employees within California.

24 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals
26 who were knowledgeable about California's wage and hour laws, employment and personnel
27 practices, and the requirements of California law.

28 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and Class Members were entitled to receive wages for all time
2 worked (including minimum wages and overtime wages) and that they were not receiving all
3 wages earned for work that was required to be performed. In violation of the Labor Code and
4 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
5 wages and overtime wages) for all hours worked at the correct rate of pay, including but not
6 limited to work performed off-the-clock and on-call or stand by pay. Further, Defendants failed
7 to pay Plaintiff and Class Members the correct overtime and double time rate of pay because it
8 did not include non-discretionary incentive pay in the regular rate of pay.

9 30. Plaintiff is informed and believes, and thereon alleges, that Defendants
10 implemented an invalid alternative workweek schedule and/or failed to properly follow the
11 alternative workweek schedule. Consequently, in violation of the Labor Code and IWC Wage
12 Orders, Plaintiff and Class Members were not paid all overtime and double time wages at the
13 correct rate of pay.

14 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and Class Members were entitled to receive all required meal
16 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
17 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
18 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal
19 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
20 rate of pay when they did not receive a timely, uninterrupted meal period. Additionally, even if
21 meal premiums were paid, there were not paid at the regular rate of pay because they did not
22 include non-discretionary incentive pay.

23 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
25 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
26 when a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff
27 and Class Members did not receive all rest breaks or payment of one (1) additional hour of pay
28 at Plaintiff's and Class Members' regular rate of pay when a rest break was missed.

1 Additionally, even if rest premiums were paid, there were not paid at the regular rate of pay
2 because they did not include non-discretionary incentive pay

3 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Class Members were entitled to reimbursement and/or
5 indemnification for all necessary business expenditures or losses as a direct consequence of the
6 discharge of their duties, or of their obedience to the directions of Defendants. In violation of
7 the Labor Code and IWC Wage Orders, Plaintiff and Class Members incurred necessary
8 business expenses or losses, such as personal cell phone expenses, but were not reimbursed nor
9 indemnified of such expenses or losses that were incurred as a direct consequence of the
10 discharge of their duties, or of their obedience to the directions of Defendants.

11 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and Class Members were entitled to receive itemized wage
13 statements that accurately showed the gross and net wages earned, total hours worked, all
14 applicable hourly rates in effect, and the number of hours worked at each hourly rate in
15 accordance with California law. In violation of the Labor Code, Plaintiff and Class Members
16 were not provided with accurate itemized wage statements.

17 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and the Waiting Time Subclass were entitled to timely
19 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
20 and the Subclass did not receive payment of all wages within permissible time periods.

21 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and Class Members were entitled to timely payment of wages
23 during employment. In violation of the Labor Code, Plaintiff and Class Members did not
24 receive payment of all wages within permissible time periods during their employment.

25 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known they had a duty to compensate Plaintiff and Class Members, and
27 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
28 intentionally failed to do so in order to increase Defendants' profits.

1 38. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
2 against Defendants on behalf of himself and all Class Members to recover, among other things,
3 unpaid wages (including minimum wages and overtime wages), unpaid meal period premium
4 payments, unpaid rest period premium payments, interest, attorneys' fees, penalties, costs, and
5 expenses.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY MINIMUM WAGES**

8 (Violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197; Violation of IWC Wage Order §§3-4)

9 39. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
10 though fully set forth herein.

11 40. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
12 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
13 wage than the minimum so fixed is unlawful.

14 41. During the relevant time period, Defendants paid Plaintiff and Class Members
15 less than the minimum wage when they failed to pay proper compensation for all hours worked
16 at the correct rate of pay. To the extent these hours do not qualify for the payment of overtime,
17 Plaintiff and Class Members were not being paid at least the minimum wage for their work.

18 42. During the relevant time period, Defendants regularly failed to pay at least the
19 minimum wage to Plaintiff and Class Members for all hours worked pursuant to Labor Code
20 §§ 1194 and 1197.

21 43. Defendants' failure to pay Plaintiff and Class Members the required minimum
22 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
23 Members are entitled to recover the unpaid balance of their minimum wage compensation as
24 well as interest, costs, and attorneys' fees.

25 44. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
26 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
27 interest thereon.

28 **SECOND CAUSE OF ACTION**

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45. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

47. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay overtime compensation to Plaintiff and Class Members at the rate of one and one-half times (1½) their regular rate of pay when working and for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of work on the seventh day of work in a workweek.

49. California Labor Code § 510 codifies the right to overtime compensation at one and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a workweek.

51. Plaintiff and Class Members were non-exempt employees entitled to the protections of California Labor Code §§ 510 and 1194.

1 52. During the relevant time period, Defendants required Plaintiff and Class
2 Members to work in excess of eight (8) hours in a day and/or forty (40) hours in a week or for
3 a seventh day in a workweek without paying Plaintiff and Class Members proper overtime
4 wages for their work.

5 53. During the relevant time period, Defendants required Plaintiff and Class
6 Members to work in excess of twelve (12) hours in a day and/or in excess of eight (8) hours on
7 the seventh day of work in a workweek without paying Plaintiff and Class Members double
8 time wages for their work.

9 54. During the relevant time period, Defendants failed to pay Plaintiff and Class
10 Members overtime wages for all overtime hours worked when Plaintiff and Class Members
11 worked in excess of eight (8) hours in a day and/or forty (40) hours in a week or for a seventh
12 day of work in a workweek, or when Plaintiff and Class Members worked in excess of twelve
13 (12) hours in a day and/or in excess of eight (8) hours on the seventh day of work in a work
14 week. Further, Plaintiff and Class Members were required to work off-the-clock without being
15 compensated for any overtime wages earned, which caused Plaintiff and Class Members to not
16 be paid overtime wages. To the extent these hours qualify for the payment of overtime,
17 Plaintiff and Class Members worked shifts of eight (8) hours or more without being paid
18 proper overtime wages.

19 55. In violation of state law, Defendants knowingly and willfully refused to perform
20 their obligations and compensate Plaintiff and Class Members for all wages earned and all
21 hours worked, including time worked during missed and/or interrupted meal periods as alleged
22 above.

23 56. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
24 overtime and double time compensation, as required by California law, violates the provisions
25 of Labor Code §§ 510 and 1198, and is therefore unlawful.

26 57. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to
27 recover their unpaid overtime and double time compensation as well as interest, costs, and
28 attorneys' fees.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

4 58. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein

6 59. Labor Code § 226.7 provides that no employer shall require an employee to work
7 during any meal period mandated by the IWC Wage Orders.

8 60. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall
9 employ any person for a work period of more than five (5) hours without a meal period of not
10 less than 30 minutes, except that when a work period of not more than six (6) hours will
11 complete the day’s work the meal period may be waived by mutual consent of the employer and
12 the employee.”

13 61. Labor Code § 512(a) provides that an employer may not require, cause, or permit
14 an employee to work for a period of more than five (5) hours per day without providing the
15 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
16 the total work period per day of the employee is not more than six (6) hours, the meal period
17 may be waived by mutual consent of both the employer and the employee.

18 62. Labor Code § 512(a) also provides that an employer may not employ an
19 employee for a work period of more than ten (10) hours per day without providing the employee
20 with a second meal period of not less than thirty (30) minutes, except that if the total hours
21 worked is no more than twelve (12) hours, the second meal period may be waived by mutual
22 consent of the employer and the employee only if the first meal period was not waived.

23 63. During the relevant time period, Plaintiff and Class Members did not receive
24 compliant meal periods for working more than five (5) and/or ten (10) hours per day because
25 their meal periods were missed, late, short, and/or they were not permitted to take meal periods.

26 64. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
27 an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
28 compensation for each work day that a compliant meal period is not provided.

1 65. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
2 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
3 and section 11 of the applicable IWC Wage Order.

4 66. As a result of Defendants' failure to pay Plaintiff and Class Members an
5 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
6 Class Members suffered and continue to suffer a loss of wages and compensation.

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PERMIT REST BREAKS**

9 (Violation of Labor Code § 226.7; Violation of IWC Wage Order § 12)

10 67. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
11 though fully set forth herein.

12 68. Labor Code § 226.7(a) provides that no employer shall require an employee to
13 work during any rest period mandated by the IWC Wage Orders.

14 69. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
15 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
16 the middle of each work period[,]" and the "[a]uthorized rest period time shall be based on the
17 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
18 fraction thereof[,]" unless the total daily work time is less than three and one-half (3½) hours.

19 70. During the relevant time period, Plaintiff and Class Members did not receive a
20 ten (10) minute rest period for every four (4) hours or major fraction thereof worked because
21 they were required to work through their daily rest periods and/or were not authorized to take
22 their rest periods.

23 71. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order
24 requires an employer to pay an employee one (1) additional hour of pay at the employee's
25 regular rate of compensation for each work day that a compliant rest period is not provided.

26 72. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest
27 period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code §
28 226.7(b) and section 12 of the applicable IWC Wage Order.

73. As a result of Defendants' failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of Labor Code §§ 2800, 2802)

74. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein

75. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

76. Labor Code § 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer”

77. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

78. Labor Code § 2802(c) states that “[f]or purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

79. During the relevant time period, Plaintiff and Class Members incurred necessary business-related costs that were not fully reimbursed by Defendants, including, but not limited to, personal cell phone use required for work.

80. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or indemnify Plaintiff and Class Members for their expenses due to Defendants' knowing and intentional failure to reimburse necessary business expenditures in connection with Plaintiff's and Class Members' work and job duties.

81. As a direct result, Plaintiff and Class Members have suffered and continue to suffer losses, and therefore seek complete reimbursement and indemnification of necessary business expenditures or losses, interest thereon at the required rate, and all reasonable costs in enforcing the rights under Labor Code § 2802, including, but not limited to attorneys' fees.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226)

82. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

83. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

84. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Class Members. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours worked at each hourly rate by Plaintiff and Class Members.

85. As a result of Defendants' knowing and intentional failure to comply with Labor Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an

1 injury pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor
2 Code § 226(a). Plaintiff and Class Members were denied both their legal right to receive, and
3 their protected interest in receiving, accurate itemized wage statements under Labor Code
4 § 226(a). Plaintiff has had to file this lawsuit in order to analyze the extent of the
5 underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not
6 have had to engage in these efforts and incur these costs had Defendants provided the accurate
7 hours worked, wages earned, and rates of pay. This has also delayed Plaintiff's ability to
8 demand and recover the underpayment of wages from Defendants.

9 86. Plaintiff and Class Members are entitled to recover from Defendants the greater
10 of all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or
11 fifty dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred
12 dollars (\$100.00) per employee for each violation in subsequent pay periods in an amount not
13 exceeding four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

14 87. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff
15 and Class Members from knowing, understanding, and disputing the wages paid to them and
16 resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
17 knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and
18 Class Members have suffered an injury, in the exact amount of damages and/or penalties to be
19 shown according to proof at trial.

20 88. Plaintiff and Class Members are also entitled to injunctive relief under
21 California Labor Code § 226(h), compelling Defendants to comply with California Labor Code
22 § 226. Accordingly, Plaintiff and Class Members seek the recovery of attorneys' fees and costs
23 incurred in obtaining this injunctive relief.

24 25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

27 (Violation of Labor Code § 204 and 210)

28 89. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as

1 though fully set forth herein.

2 90. Labor Code § 204 requires employers to pay wages regularly within seven days
3 of the end of the pay period for employees paid on a biweekly basis.

4 91. During the relevant time period, Defendants willfully failed to timely pay
5 Plaintiff and Class Members their wages within seven days of the close of the pay period due to
6 the unpaid wage violations described above.

7 92. Plaintiff and class members have been deprived of their rightfully earned wages
8 as a direct and proximate result of Defendants' failure to pay said compensation. Plaintiff and
9 class members are entitled to recover such amounts, plus interest thereon, attorney's fees and
10 costs.

11 93. In addition, Plaintiff and class members are entitled to penalties pursuant to
12 Labor Code § 210 as follows: (1) for Defendants' initial violation, \$100 for each failure to pay
13 each Class Member; and (2) for each of Defendants' subsequent violations, or any willful or
14 intentional violation, \$200 for each failure to pay each class member, plus 25 percent of the
15 amount unlawfully held.

16 EIGHTH CAUSE OF ACTION

17 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

18 (Violation of Labor Code §§ 201, 202, 203, 227.3)

19 94. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
20 though fully set forth herein.

21 95. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
22 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
23 if an employee voluntarily leaves his employment, his or her wages shall become due and
24 payable not later than seventy-two (72) hours thereafter, unless the employee has given
25 seventy-two (72) hours previous notice of an intention to quit, in which case the employee is
26 entitled to his or her wages at the time of quitting.

27 96. Labor Code § 227.3 requires employers to pay employees all vested vacation
28 upon separation from employment.

97. During the relevant time period, Defendants willfully failed to pay the Waiting Time Subclass all their earned wages upon termination, including, but not limited to, proper minimum wage and overtime compensation, vacation pay at the regular rate of pay, meal period premiums, and rest period premiums either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

98. Defendants' failure to pay Plaintiff and the Waiting Time Subclass all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

99. Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

100. Pursuant to Labor Code § 203, Plaintiff and the Waiting Time Subclass is entitled to recover from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members' regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30) days.

NINTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.

(Violation of Business and Professions Code §§ 17200, *et seq.*)

101. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

102. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . . .”

103. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on a violation of any state or federal law. In the instant case, Defendants' policies and practices violated state law, causing Plaintiff and Class Members to suffer and continue to

1 suffer injuries-in-fact.

2 104. Defendants' policies and practices violated state law in at least the following
3 respects:

4 (a) Failing to pay all wages earned (including minimum wage, sick pay, and
5 overtime wages) at the correct rate of pay to Plaintiff and Class Members
6 in violation of Labor Code §§ 246, 510, 1182.12, 1194, 1194.2, 1197,
7 and 1198.

8 (b) Failing to provide compliant meal periods without paying Plaintiff and
9 Class Members premium wages for every day said meal periods were not
10 provided in violation of Labor Code §§ 226.7 and 512.

11 (c) Failing to authorize or permit compliant rest breaks without paying
12 Plaintiff and Class Members premium wages for every day said rest
13 breaks were not authorized or permitted in violation of Labor Code §
14 226.7.

15 (d) Failing to provide Plaintiff and Class Members with accurate itemized
16 wage statements in violation of Labor Code § 226.

17 (e) Failing to timely pay wages to Plaintiff and Class Members during their
18 employment in violation of Labor Code § 204.

19 (f) Failing to timely pay all earned wages to the members of the Waiting
20 Time Subclass upon separation of employment in violation of Labor
21 Code §§ 201, 202, 203, and 227.3.

22 105. As alleged herein, Defendants systematically engaged in unlawful conduct in
23 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
24 (minimum and overtime wages), failing to provide meal periods and rest breaks or
25 compensation in lieu thereof, failing to reimburse expenses, failing to furnish accurate wage
26 statements, and failing to pay all wages due and owing during and upon separation of
27 employment in a timely manner, all in order to decrease their costs of doing business and
28 increase their profits.

1 106. At all relevant times herein, Defendants held themselves out to Plaintiff and
2 Class Members as being knowledgeable concerning the labor and employment laws of
3 California.

4 107. At the time Plaintiff and Class Members were hired, Defendants knowingly,
5 intentionally, and wrongfully misrepresented to each of them their conformance with the
6 California Labor Code and IWC Wage Orders, including proper payments required by law.

7 108. At all times relevant herein, Plaintiff and Class Members relied on and believed
8 Defendants' representations concerning their conformance with California's wage and hour
9 laws all to their detriment.

10 109. At all times relevant herein, Defendants intentionally avoided paying Plaintiff
11 and Class Members wages and monies, thereby creating for Defendants an artificially lower
12 cost of doing business in order to undercut their competitors and establish and/or gain a greater
13 foothold in the marketplace.

14 110. As a result of Defendants' intentional, willful, purposeful, and wrongful
15 misrepresentation of their conformance with the California Labor Code and IWC Wage Orders,
16 Plaintiff and Class Members suffered a loss of wages and monies, all in an amount to be shown
17 according to proof at trial.

18 111. By violating the foregoing statutes and regulations as herein alleged,
19 Defendants' acts constitute unfair and unlawful business practices under California Business
20 and Professions Code §§ 17200, *et seq.*

21 112. As a result of the unfair and unlawful business practices of Defendants, as
22 alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and
23 restitution in an amount to be shown according to proof at trial.

24 113. Plaintiff seeks to enforce important rights affecting the public interest within the
25 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged
26 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members,
27 and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class
28 Members are entitled to an award of attorneys' fees pursuant to California Code of Civil

1 Procedure § 1021.5.

2 **TENTH CAUSE OF ACTION**

3 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

4 114. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as
5 though fully set forth herein.

6 115. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
7 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
8 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
9 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
10 an aggrieved employee on behalf of himself or herself and other current or former employees
11 pursuant to the procedures specified in Labor Code § 2699.3.

12 116. For all provisions of the Labor Code except those for which a civil penalty is
13 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
14 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
15 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
16 period in which Defendants violated these provisions of the Labor Code.

17 117. Defendants' conduct violates numerous Wage Order and Labor Code sections,
18 including, but not limited to, the following:

19 a. violation of Labor Code §§ 201-203, 204, 210, 510, 1182.12, 1194, 1197,
20 and 1198 for failure to timely pay all earned wages (including minimum
21 wage and overtime wages) owed to Plaintiff and other aggrieved
22 employees during employment and upon separation of employment as
23 herein alleged;

24 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
25 periods to Plaintiff and other aggrieved employees and failure to pay
26 premium wages for missed meal periods as herein alleged;

- c. violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- d. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- e. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged; and
- f. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees.

118. Plaintiff is an “aggrieved employee” because he was employed by the alleged violator and had one or more of the violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees.

119. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

120. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

121. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

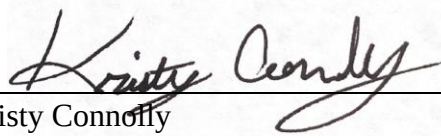
Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class, Waiting Time Subclass, and any other appropriate subclasses;

2. For appointment of Yama Saidi as the class representative;
3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For liquidated damages pursuant to Labor Code § 1194.2;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;
12. For pre-judgment interest;
13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 226(e) and 1194; and
14. For such other relief as the Court deems just and proper.

Dated: March 7, 2022

AEGIS LAW FIRM, PC

By: 
Kristy Connolly
Attorneys for Plaintiff Yama Saidi

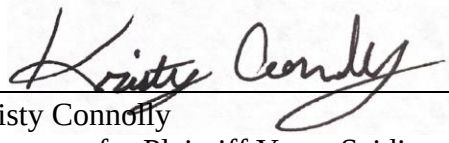
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: March 7, 2022

AEGIS LAW FIRM, PC

By: 

Kristy Connolly
Attorneys for Plaintiff Yama Saidi

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On March 18, 2022, I served the foregoing document entitled:

5 • **FIRST AMENDED CLASS ACTION COMPLAINT**

6 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
copy thereof on the party(ies) addressed below as follows:

7 James Godes
8 Joshua R. Mino
9 Linh T. Cao
10 Danielle Frederick
11 **GODES & PREIS, LLP**
12 300 Spectrum Center Drive, Suite 1420
13 Irvine, California 92618
14 Telephone: 949.468.0051
15 Facsimile: 949.872.2281
16 jgodes@gaplegal.com
17 jmino@gaplegal.com
18 lcao@gaplegal.com
19 DFrederick@gaplegal.com

20 *Attorneys for Defendant:*

21 HOAG MEMORIAL HOSPITAL PRESBYTERIAN

22 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
23 correspondence for mailing. Under that practice it would be deposited with the U.S.
24 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
25 in the ordinary course of business. I am aware that on motion of the party served, service
26 is presumed invalid if postage cancellation date or postage meter date is more than one
27 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
28 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

26 ///

27 ///

28 ///

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on March 18, 2022, at Irvine, California.

4 

5 _____
6 Jacquelyn Enciso
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