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Superior Court of California
County of Fresno
By: A. Rodriguez, Deputy

Attorneys for Plaintiff CHRISTINA ZAMORA, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and other current and former employees.

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

CHRISTINA ZAMORA, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

FRESNO COMMUNITY HOSPITAL
MEDICAL CENTER, doing business in
California and DOES 1 through 50, inclusive,

Defendant,

Case No. [20CECG01220](#)

REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL FINES

1. Civil Penalties under the Private Attorneys General Act (PAGA)

DEMAND FOR JURY TRIAL

Plaintiff, CHRISTINA ZAMORA, as a representative of the State of California and the Labor and Workforce Development Agency (LWDA), and on behalf of Plaintiff and other current and former employees, complains and alleges as follows:

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1 **INTRODUCTION**

2 1. This is a representative action brought by Plaintiff, as a representative of the State
3 of California and the LWDA, and on behalf of Plaintiff and other aggrieved employees, to collect
4 civil penalties for Defendant's Labor Code violations.

5 2. Defendant and employer, FRESNO COMMUNITY HOSPITAL MEDICAL
6 CENTER., violated numerous wage and hour laws with respect to Plaintiff and other aggrieved
7 employees by failing to provide, for example: accurate and itemized wages statements, payment
8 for all hours worked (including regular wages and overtime), failure to provide a minimum wage
9 lawful meal periods, lawful rest periods, timely payment during employment, and payment upon
10 separation of employment.

11 **PARTIES**

12 **The Plaintiff**

13 3. Defendant employed Plaintiff as an assistant/ front desk receptionist. Plaintiff last
14 day of employment was June 21, 2019. At all times during her employment, Plaintiff was a
15 dedicated, hard-working, and loyal employee.

16 4. Plaintiff was paid approximately \$14.83 per hour.

17 5. Due to Defendant's unlawful time rounding policies, Plaintiff and Aggrieved
18 Employees were regularly not paid for all their compensable work time.

19 6. Plaintiff and Aggrieved Employees regularly worked more than eight hours per
20 day or 40 hours per week without lawful overtime compensation.

21 7. Plaintiff and Aggrieved Employees were deprived of their meal break and rest
22 periods. Defendant failed to authorize and permit all required rest periods for the Plaintiff and
23 Aggrieved Employees because, upon information and belief, Defendant maintained unlawful
24 rest periods policies/practices. Defendant failed to provide Plaintiff and Aggrieved Employees
25 with an additional hour of premium pay at the regular rate of pay for each rest period violation,
26 as required by Labor Code section 226.7.
27
28

1 8. Plaintiff and Aggrieved Employees did not receive timely paid for all wages
2 during their employment, including overtime payment. Plaintiff's paystubs did not accurately
3 reflect all wages owed.

4 **The Defendant**

5 9. FRESNO COMMUNITY HOSPITAL MEDICAL CENTER. is a corporation
6 doing business in California. Plaintiff is informed and believes, and based thereupon alleges, that
7 Defendant is conducting business in California in good standing.

8 10. Plaintiff is ignorant of the true names, capacities, relationships and extent of
9 participation in the conduct herein alleged, of the Defendant sued herein as DOES 1 through 50,
10 inclusive, but on information and belief allege that said Defendants are legally responsible for
11 the payment of penalties as a result of the violations, and therefore sues these Defendants by
12 such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities
13 of the DOE Defendant when ascertained.

14 11. Unless otherwise specified herein, Plaintiff is informed and believe, and based
15 thereon alleges that each DOE Defendant was the agent and employee of each Defendant, and
16 in doing the things hereinafter mentioned, were at all times acting within the course and scope
17 of that agency and employment.

18 **JURISDICTION AND VENUE**

19 12. Under California Code of Civil Procedure §410.10, this court "may exercise
20 jurisdiction on any basis not inconsistent with the Constitution of this state or of the United
21 States." This court has jurisdiction over the subject matter in this complaint, a violation of
22 California Labor Code.

23 13. Plaintiff is a citizen of California. The State of California is a sovereign state of
24 the United States. Plaintiff is informed and believes that Defendant is a citizen of California.
25 There is no federal question at issue, as the issue herein is based solely on California law.

26 14. Venue is proper in the County of Fresno because this is an action to recover
27 penalties imposed by statute, and the cause of action arose in the County of Fresno.

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1 **FIRST CAUSE OF ACTION**

2 **(Civil Penalties Under the Private Attorneys General Act,**

3 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

4 15. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
5 Complaint as if fully alleged herein.

6 16. Plaintiff sent notice to Defendant and the Labor Workforce Development Agency
7 (LWDA) on or about January 30, 2020, detailing Defendant's alleged violations. Over 65 days
8 have passed since the postmark date of the notice and Plaintiff has not been in receipt of any
9 communication from the LWDA indicating an intent to pursue this matter. Therefore, Plaintiff
10 now acts as a private attorney general to collect civil penalties for Defendant's Labor Code
11 violations.

12 17. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
13 of this code that provides for a civil penalty to be assessed and collected by the Labor and
14 Workforce Development Agency...for a violation of this code, may, as an alternative, be
15 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
16 and other current or former employees pursuant to the procedures specified in Section 2699.3."

17 18. As an aggrieved employee, Plaintiff brings this civil action to recover civil
18 penalties for Defendant's Labor Code violations.

19 **FIRST VIOLATION**

20 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

21 19. Under California Labor Code §512(a), "An employer may not employ an
22 employee for a work period of more than five hours per day without providing the employee with
23 a meal period of not less than 30 minutes, except that if the total work period per day of the
24 employee is no more than six hours, the meal period may be waived by mutual consent of both
25 the employer and employee."

26 20. Defendant violated Labor Code § 512 by failing to provide Plaintiff, and other
27 qualifying employees who worked shifts of greater than five hours, meal periods within the first
28 five hours of the shifts worked. Defendant failed to pay Plaintiff one hour's pay at Plaintiff's

1 regular rate of pay for each day Defendant failed to provide a meal period in compliance with
2 section 512.

3 **SECOND VIOLATION**

4 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

5 21. Under California Labor Code §226.7(b), “An employer shall not require an
6 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
7 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

8 22. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize
9 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
10 of each work period. The authorized rest period time shall be based on the total hours worked
11 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

12 23. Defendant failed to authorize and permit Plaintiff and other employee to take rest
13 periods and mandated by the Wage Order.

14 24. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee
15 one additional hour of pay at the employee’s regular rate of compensation for each workday that
16 the meal or rest or recovery period is not provided.”

17 25. Defendant failed to pay Plaintiff and other employees who were not provided rest
18 periods one hour of pay at their regular rate of pay.

19 **THIRD VIOLATION**

20 **(Failure to Provide Complete and Accurate Wage Statements,** 21 **in Violation of Labor Code Section 226)**

22 26. Under California Labor Code §226(a), an employer is legally obligated to provide
23 its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement
24 in writing...”

25 27. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
26 for Defendant’s Labor Code violations alleged herein, as well as attorney’s fees and costs, under
27 Labor Code § 2699.

28 **FOURTH VIOLATION**

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29. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

(Failure to Pay Minimum Wages)

31. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

(Failure to Timely Pay Wages During Employment)

32. Pursuant to California Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, an employer is required to pay its employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, Defendants are required to pay their employees between the 1st and 15th day of the following calendar month. In addition, California Labor Code § 204 provides that all wages

1 earned for labor in excess of the normal work period shall be paid no later than the payday of the
2 next regular payroll period.

3 33. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
4 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
5 Labor Code § 2699.

6 **SEVENTH VIOLATION**

7 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

8 34. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required
9 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
10 201 mandates that if an employer discharges an employee, the employee's wages accrued and
11 unpaid at the time of discharge are due and payable immediately.

12 35. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
13 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
14 Labor Code § 2699.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff prays for the following relief:

- 17 1. For penalties in an amount according to proof;
18 2. For reasonable attorney's fees and costs pursuant to the PAGA; and
19 3. For such other and further relief as this Court may deem just and proper.

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22 Respectfully Submitted,
23 **WORK LAWYERS, PC**

24 Dated: April 9, 2020

25 By: Justin Lo
26 Justin Lo, Esq.
27 Attorney for Plaintiff
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2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands a jury trial on all issues so triable.

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5 Dated: April 9, 2020

WORK LAWYERS, PC

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7 By: 
8 Justin Lo, Esq.
9 Attorney for Plaintiff
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