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Attorneys for Plaintiff Keith Williams

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

KEITH WILLIAMS, on behalf of himself and all
other similarly situated and aggrieved employees,

Plaintiff,

v.

ST. JOSPEH HEALTH PERSONAL CARE
SERVICES, LLC., and DOES 1 to 100,

Defendants.

) CASE NO. 30-2020-01134268-CU-OE-CXC
)
) SECOND AMENDED CLASS AND
) REPRESENTATIVE ACTION
) COMPLAINT
)
) 1. Failure to Pay Minimum Wage or Straight
) Time Wages
) 2. Failure to Reimburse Business Expenses
) 3. Failure to Furnish Itemized Wage
) Statements
) 4. Failure to Pay All Wages Upon Conclusion
) of Employment
) 5. Unfair Business Practices
) 6. PAGA Penalties

1 Plaintiff Keith Williams (“Plaintiff”), on behalf of himself and all other similarly situated
2 and aggrieved employees, hereby states his causes of action against Defendants St. Joseph Health
3 Personal Care Services, LLC, and DOES 1-100, inclusive, (collectively “Defendants”) as follows:

4
5 **RELEVANT PARTIES**

6 1. Plaintiff Keith Williams is an adult resident of Orange County, State of California, and was
7 at all times relevant residing in Anaheim, California. At all times relevant, Plaintiff was an employee
8 of Defendants.

9 2. The “Class” is defined as all current or former non-exempt employees of Defendants
10 employed in the State of California from February 25, 2016, through the date of class certification
11 who were classified as constant care attendants as described infra.

12 3. The “Waiting Time Subclass,” or “Subclass” are members of the “Class” who are no longer
13 employed by Defendants.

14 4. The “Aggrieved Employees” are all current or former non-exempt employees of Defendants
15 employed in the State of California within one year prior to the date that Plaintiff mailed his Private
16 Attorney’s General Act (“PAGA”) claim notices to Defendants, claim numbers LWDA-CM-772410-
17 20 and LWDA-CM-772412-20, through the date of the final disposition of this action who were
18 aggrieved of any of the Labor Code violations alleged herein. Plaintiff intends to bring this action on
19 behalf of the Aggrieved Employees and as a proxy for the State of California.

20 5. Defendant St. Joseph Health Personal Care Services, LLC is a California limited liability
21 company with its principal place of business located in Irvine, California. Any acts or omissions of
22 St. Joseph Health Personal Care Services, LLC’s employees as alleged herein occurred while they
23 were working within the course and scope of their employment.

24 6. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
25 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such fictitious
26 names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true names and
27 capacities of such Doe Defendants when such information has been obtained. Plaintiff is informed
28 and believes, and based on such information and belief alleges, that each of the fictitiously named

1 Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and
2 is liable to Plaintiff for damages and other relief to which Plaintiff is entitled.

3 /////

4 /////

5 **JURISDICTION AND VENUE**

6 7. This action is properly filed in Orange County because the acts and omissions that give rise
7 to Plaintiff's claims took place in Orange County, California, as Plaintiff was employed by
8 Defendants in Orange County, California, and Defendants transact substantial business in this
9 County.

10 8. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as alleged
11 herein occurred in Orange County, California and Plaintiff suffered damages from such conduct
12 within Orange County, California.

13 9. On February 14, 2020, Plaintiff sent a PAGA notice letter via certified mail to each Defendant
14 and uploaded the letters to the Labor and Workforce Development Agency ("LWDA") website. Since
15 65 days have elapsed since the date the PAGA notices were mailed, Plaintiff now brings a claim
16 pursuant to Labor Code section 2698, et seq. seeking civil penalties.

17 **GENERAL ALLEGATIONS**

18 10. At all times relevant, Plaintiff, the Class, and the Aggrieved Employees were Defendants'
19 "employees."

20 11. At all times relevant, Defendants, directly or indirectly, were the employers and/or joint
21 employers of Plaintiff, the Class, and the Aggrieved Employees.

22 12. At all times relevant, Defendants jointly determined, shared, or allocated the power to direct,
23 control, or supervise Plaintiff, the Class, and the Aggrieved Employees through direct and/or indirect
24 means.

25 13. At all times relevant, Defendants jointly controlled all aspects of Plaintiff, the Class, and the
26 Aggrieved Employees' work duties, set their pay, and determined their schedule.

27 14. At all times relevant, Defendants formally and/or as a matter of practice, jointly determined,
28 shared, or allocated the power to – directly or indirectly – hire or terminate Plaintiff, the Class, and

1 the Aggrieved Employees or to modify the terms of, or conditions of, their employment.

2 15. At all times relevant, Defendants jointly reaped benefits from the unlawful employment
3 practices alleged herein.

4 16. During their employment, Plaintiff, the Class, and the Aggrieved Employees were paid using
5 a biased and unlawful rounding policy or practice which caused them to not receive wages in an
6 amount commensurate with the number of hours worked – which constituted an underpayment of
7 the minimum wage and/or straight time wages

8 17. During the course of their employment, Plaintiff, the Class, and the Aggrieved Employees
9 were required to use their own personal cellular phones for the purposes of discharging the duties of
10 their employment, but were never reimbursed for the use of their own personal cell phones.

11 18. Specifically, Plaintiff, the Class, and the Aggrieved Employees were required to clock in and
12 out using their personal cell phones.

13 19. At all times relevant, Defendants maintained and enforced a uniform policy by which it
14 regularly and consistently failed to provide Plaintiff, the Class, and the Aggrieved Employees with
15 complete and accurate itemized wage statements.

16 20. Due to Defendants' time rounding policy, Plaintiff, the Class, and the Aggrieved Employees'
17 wage statements included *rounded* time instead of an accurate reflection of the *actual* hours worked.

18 21. The Defendants' improper rounding policy resulted in the underpayment of minimum wages
19 and/or straight time wages. Consequently, Plaintiff, the Class, and the Aggrieved Employees' wage
20 statements did not accurately reflect the total hours worked or the correct wages earned.

21 22. Furthermore, Defendants failed to list the legal name of the employer on the wage statements
22 they issued to Plaintiff, the Class, and the Aggrieved Employees.

23 23. Defendants knew, or should have known, that Plaintiff, the Class, and the Aggrieved
24 Employees' received wage statements that were inaccurate and in violation of Labor Code section
25 226.

26 24. Subsequent to ending their tenure of employment with Defendants, Plaintiff, the Waiting
27 Time Subclass, and the Aggrieved Employees never received outstanding compensation due and
28 owing to them in the time period prescribed in Labor Code sections 201-202 and never received

1 waiting time penalties pursuant to Labor Code section 203.

2 **CLASS ACTION ALLEGATIONS**

3 25. The “Class” is defined as all current or former non-exempt employees of Defendants
4 employed in the State of California from February 25, 2016, through the date of class certification
5 who were classified as constant care attendants. The classes that Plaintiff seeks to certify are defined
6 as follows:

7 a. All non-exempt hourly constant care attendant employees of Defendant who
8 worked at least one (1) day at from February 25, 2016 to the date of the class certification
9 order and who were paid pursuant to Defendant’s rounding policy and practice.
10 (“Rounding Class”).

11 b. All current and former hourly non-exempt constant care attendant employees
12 who worked for Defendant from February 25, 2016 through the date of the class
13 certification order, who were required by Defendant to purchase items for the performance
14 of their job duties including but not limited to cell phones. (“Indemnity Class”).

15 c. All non-exempt hourly constant care attendant employees of Defendant who worked
16 at least one (1) day from February 25, 2019 through the date of class certification order who
17 were provided a paystub (a.k.a. wage statement) from Defendant (“Pay Stub Class”).

18 26. d. All California based non-exempt hourly constant care attendant employees of
19 Defendant who worked for Defendant at any time from February 25, 2017 through the date
20 of class certification, who are no longer employed by Defendant and were not paid all their
21 earned wages. (“Waiting Time Penalty Class”). The “Waiting Time Subclass,” or “Subclass” are
22 members of the “Class” who are no longer employed by Defendants.

23 27. Plaintiff reserves the right to establish additional subclasses.

24 28. This action has been brought and may be maintained as a class action under California Code
25 of Civil Procedure § 382 because the claims asserted herein meet all the necessary prerequisites for
26 class action treatment.

27 a. Numerosity: The Class meets the numerosity requirement because it consists of well over
28 100 members, which would make joinder of individual class members impracticable.

- 1 b. Typicality: The typicality requirement is satisfied because Plaintiff's claims for failure to pay
2 minimum wage and/or straight time wages, failure to reimburse for business-related
3 expenses, and failure to issue accurate wage statements are identical to the claims being
4 asserted by all members of the Class. Further, Plaintiff's claim for failure to pay all minimum
5 wages and/or straight time wages due at the conclusion of employment is typical as to the
6 Waiting Time Subclass.
- 7 c. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the
8 members of the Class. Counsel for Plaintiff and the putative class members have substantial
9 experience in litigating employment matters generally, and class action cases specifically,
10 and further has the financial resources needed to litigate the class claims at issue.
- 11 d. Superiority: A class action is superior to other available means in resolving this controversy
12 because it provides the optimal level of efficiency and fairness under the circumstances.
13 When Defendants have hundreds of employees throughout California, individual joinder of
14 all proposed class and subclass members would be impracticable. Moreover, questions of law
15 and fact which are common to the class predominate over any questions affecting only
16 individual members – to the extent any individual questions exist at all. Each member of the
17 proposed class has been damaged and are entitled to recovery by reason of Defendants' illegal
18 policy and/or practices.
- 19 e. Commonality: The commonality requirement is satisfied for the Class because there are
20 common questions of law and fact involving the rights of each class member and the relief
21 sought by the entire class. Specifically, these common questions of law and fact include:
- 22 i. Whether Defendants failed to pay minimum wages and/or straight time wages due
23 to its rounding practice in violation of Labor Code section 1194;
- 24 ii. Whether Defendants failed to provide members of the Class with accurate
25 itemized wage statements as required under Labor Code section 226(a);
- 26 iii. Whether Defendants failed to reimburse their employees for work related
27 expenses associated with the discharge of their duties as required under Labor
28 Code section 2802;

1 34. Plaintiff and the Class incorporate by reference all the preceding paragraphs of the amended
2 complaint.

3 35. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
4 all necessary expenditures or losses incurred by the employee in direct consequence of the employee's
5 discharge of his or her duties.

6 36. At all times relevant, Defendants regularly and consistently violated Labor Code sections
7 2802 by failing to reimburse Plaintiff and the Class for expenses incurred in the performance of their
8 duties including, but not limited to, the costs associated with the use of their own personal cell phones
9 for the sole purpose of discharging the duties of their employment.

10 37. As a result of Defendants' unlawful practices as alleged herein, Plaintiff asks that the Court
11 award reimbursement for Plaintiff and the Class' work related expenditures, plus interest, and
12 reasonable attorney's fees and costs.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO FURNISH ITEMIZED WAGE STATEMENTS**

15 **(Plaintiff and the Class Against All Defendants)**

16 38. Plaintiff and the Class incorporate by reference all preceding paragraphs of the amended
17 complaint.

18 39. Labor Code section 226(a) requires Defendants to itemize in wage statements the correct
19 number of hours worked, total wages earned, and the correct name of the employer.

20 40. Defendants have knowingly and intentionally failed to comply with Labor Code section
21 226(a) with respect to the wage statements they have provided to Plaintiff and the Class because they
22 did not list the correct number of hours worked, total wages earned, and the correct name of the
23 employer.

24 41. As a result of Defendants' violation of Labor Code sections 226(a), Plaintiff and the Class
25 have suffered injury and damage to their statutorily protected rights. These injuries and damages
26 include, but are not limited to, the denial of their legal right to receive and their protected interest in
27 receiving accurate, itemized wage statements under Labor Code section section226(a). Moreover,
28 the inaccurate and incomplete wage statements provided by Defendants deceived Plaintiff and the

1 Class about the wages and other compensation to which they were entitled. As a further result of
2 Defendants' failure to provide Plaintiff and the Class with accurate wage statements in accordance
3 with Labor Code section 226, Plaintiff and the Class have suffered injuries and seek all legally
4 authorized penalties under Labor Code section 226 as well as any other applicable provisions of
5 California law.

6 42. Pursuant to Labor Code section 226(e), Plaintiff and the Class are entitled to recover the
7 greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and
8 \$100.00 for each violation in a subsequent pay period, not exceeding an aggregate penalty of
9 \$4,000.00, and is entitled to an award of costs and reasonable attorney's fees.

10 43. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with this
11 section, pursuant to Labor Code section 226(g).

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PAY ALL WAGES UPON CONCLUSION OF EMPLOYMENT**

14 **(Plaintiff and the Waiting Time Subclass Against All Defendants)**

15 44. Plaintiff and the Waiting Time Subclass incorporate by reference all the preceding paragraphs
16 of the amended complaint.

17 45. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
18 accordance with Labor Code sections 201 and 202, then the wages of the employee shall continue as
19 a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more
20 than thirty (30) days.

21 46. Labor Code section 201 provides if an employer discharges an employee, the wages earned
22 and unpaid at the time of discharge are due and payable immediately.

23 47. Labor Code section 202 provides that an employee is entitled to receive all unpaid wages no
24 later than seventy-two (72) hours after an employee quits his or her employment, unless the employee
25 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
26 employee is entitled to his or her wages at the time of quitting.

27 48. At all times relevant, Defendants willfully failed to pay Plaintiff and the Waiting Time
28 Subclass all their wages due upon the conclusion of their employment within the times prescribed by

1 Labor Code sections 201 and 202 and are therefore subject to a waiting time penalty. Plaintiff and
2 the Waiting Time Subclass are therefore entitled to recover from Defendants the statutory penalty
3 for each day they were not paid their owed wages, up to a thirty (30) day maximum pursuant to
4 California Labor Code section 203.

5 **FIFTH CAUSE OF ACTION**

6 **UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES**

7 **(Plaintiff and the Class Against All Defendants)**

8 49. Plaintiff and the Class incorporate by reference all the preceding paragraphs of the amended
9 complaint.

10 50. As alleged herein, Plaintiff and the Class have suffered direct injury as a result of Defendants'
11 conduct and bring this action under Code of Civil Procedure section 382. Defendants' conduct as
12 alleged herein constitute unlawful business practices within the meaning of Business and Professions
13 Code section 17200, et seq. including, but not limited to, a violation of the Wage Orders, regulations,
14 and statutes. Further, these practices are otherwise unfair.

15 51. Under Business and Professions Code section 17200, et seq., including, but not limited to,
16 sections 17201, 17203, and 17208, Plaintiff and the Class seek, amongst other things, restitution of
17 compensation due throughout their employment.

18 52. At all times relevant, Defendants have committed violations of law, as described herein,
19 including, but not limited to:

20 a) Violation of Labor Code sections 1194, 1197 and 1197.1 for Defendants' failure to
21 compensate Plaintiff and the Class at the minimum wage and/or straight time wages;

22 b) Violation of Labor Code section 2802 for Defendants' failure to indemnify Plaintiff
23 and the Class for expenses or losses;

24 c) Violations of Labor Code sections 226(a) for failure to provide accurate wage
25 statements to Plaintiff and the Class; and

26 d) Violation of Labor Code sections 201, 202 and 203 for failure to timely pay all earned
27 wages to Plaintiff and the Waiting Time Subclass upon discharge or waiting penalties based thereon.

28 53. These unlawful and unfair business practices defeat the public interest purposes of the State's

1 labor laws, as set forth in the sections of the California Labor Code, the California Code of
2 Regulation, and the Wage Orders referenced elsewhere in this Complaint, all of which promote
3 compliance with labor laws and employment regulations by participants in Defendants' industry.

4 54. As a result of these unfair and unlawful business practices, Defendants have retained monies
5 belonging to Plaintiff and the Class and they have been unjustly enriched at their expense. Plaintiff,
6 and the Class are entitled to restitution of the wages and monies withheld and retained by Defendants
7 at all times relevant to this action.

8 55. This action will result in the enforcement of an important right affecting the public interest.
9 The conduct of Defendants as alleged herein has been and continues to be unfair, unlawful and
10 harmful to Plaintiff, the Class, and the general public. Accordingly, under Code of Civil Procedure
11 section 1021.5, Plaintiff and the Class are entitled to an award of reasonable attorneys' fees and costs.

12 **SIXTH CAUSE OF ACTION**

13 **PAGA PENALTIES**

14 **(Plaintiff and the Aggrieved Employees Against All Defendants)**

15 56. Plaintiff and the Aggrieved Employees incorporate by reference all the preceding paragraphs
16 of the amended complaint.

17 57. Plaintiff brings this cause of action on behalf of the Aggrieved Employees and as a proxy for
18 the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for
19 the violations of the California Labor Code detailed above, and incorporated herein by reference.

20 58. On February 14, 2020, Plaintiff sent written notice to the LWDA of Defendants' violations
21 of the California Labor Code, as set forth above. Plaintiff sent the same to Defendants via certified
22 mail. Further Plaintiff supplemented his LWDA letter on or about December 23, 2020 and uploaded
23 the same to the LWDA website and sent the same to Defendants via certified mail. Copies of which
24 are both attached hereto as Exhibit 1.

25 59. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of all applicable civil
26 penalties for Defendants' violations of the California Labor Code alleged herein.

27 60. The recoverable PAGA penalties during the PAGA period, which is from February 14, 2019
28 through the date of judgment or settlement approval, are the following:

61. For the wage statement violations, the civil penalties of Labor Code 226.3 apply.

62. For the minimum wage violations based on the rounding practice, the civil penalties in Labor Code sections 558, 1197.1, and 1194.2 apply.

63. For the work expenditure reimbursement violation, the civil penalties in Labor Code section 2699 apply.

64. For the waiting time penalty violation, the civil penalties in Labor Code 2699 apply. Plaintiff is also entitled to attorney's fees and costs when PAGA penalties for the aggrieved employees are recovered.

JURY DEMAND

65. Plaintiff and the Class hereby demand a trial by jury on all issues of fact.

PRAYER FOR RELIEF

WHEREFORE, on behalf of himself and the members of the putative class, Plaintiff prays for relief as follows:

A) As to the Class Action: That the court certify this action as a Class Action; appoint Plaintiff as class representative; and Plaintiff's attorneys as class counsel.

B) As to the First Cause of Action: That the Court grant to Plaintiff and the Class an award of unpaid minimum wages or straight time wages; liquidated damages as allowed by statute; prejudgment interest on any unpaid wages from the date such amounts were due; and for all legally authorized penalties.

C) As to the Second Cause of Action: That the Court grant to Plaintiff and the Class an award reimbursing them for the expenses incurred in the performance of their employment duties; for prejudgment interest on any reimbursements owed; and for all legally authorized penalties.

D) As to the Third Cause of Action: That the Court grant to Plaintiff and the Class an award of wage statement penalties pursuant to Labor Code section 226; for all actual and incidental losses and damages; and for all other legally authorized penalties.

E) As to Fourth Cause of Action: That the Court grant to Plaintiff and the Waiting Time Subclass an award of all waiting time penalties due pursuant to Labor Code section 203; for all actual and

1 incidental losses and damages; for prejudgment interest on any unpaid wages from the date such
2 amounts were due; and for all legally authorized penalties.

3 F) As to the Fifth Cause of Action: That the Court declare, adjudge, and decree that Defendants
4 violated California Business and Professions Code section 17200 et seq. and that the Court grant
5 restitution for all unlawfully retained monies to Plaintiff and the Class.

6 G) As to the Sixth Cause of Action: Civil penalties pursuant to Labor Code sections 226.3, 558,
7 1197.1, 1194.2, and 2699.

8 H) As to All Causes of Action:

- 9 i. An award of costs, interest, and attorney's fees to the extent, if any, allowed by law; and
10 ii. For such other and further relief as this Court deems just and proper.

11
12 Date: January 13, 2021

FRONTIER LAW CENTER
LAW OFFICE OF JOSEPH ANTONELLI
JANELLE CARNEY – ATTORNEY AT LAW, APC

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15 _____
16 Janelle Carney,
17 Attorney for Plaintiff, Keith Williams
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Exhibit 1



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February 11, 2020

Via Online Filing

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>
PAGA Administrator

Via Certified Mail

St. Joseph Health Personal Care Services, LLC
200 W Center Street Promenade 2nd floor,
Anaheim, CA 92805

Via Certified Mail

St. Joseph Personal Care Services, LLC
Dept. of Legal Affairs
200 W Center Street Promenade 2nd floor,
Anaheim, CA 92805

Subject: *Keith Williams v. St. Joseph Health Personal Care Services, LLC and St. Joseph Personal Care Services, LLC*

Dear Representative:

This office represents Keith Williams ("Williams") in connection with Labor Code violation claims related to his employment with St. Joseph Health Personal Care Services, LLC ("St. Joseph"). St. Joseph can be contacted directly at:

St. Joseph Health Personal Care Services, LLC
3345 Michelson Dr. Ste 100
Irvine, CA 92612

Mr. Williams intends to seek PAGA penalties on behalf of himself and all employees of St. Joseph in California who were subjected to any of the Labor Code violations referenced herein within the last year ("Aggrieved Employees"). This letter is sent pursuant to the requirements of Labor Code section 2699.3.

First, St. Joseph employed Williams as a home care nurse where he and other Aggrieved Employees works shifts of six hours or longer. However, St. Joseph's own employee handbook dictates that its employees are not permitted to leave a client's home during their rest breaks and must instead remain at the client's home during their entire shift. Despite not receiving their statutorily mandated rest breaks, Mr. Williams and the Aggrieved Employees did not receive premium pay as required under Labor Code section 226.7.

Second, St. Joseph employed a biased and improper rounding scheme which ultimately resulted in Williams and the Aggrieved Employees being underpaid for the time they worked.

Third, while engaging in activity which was strictly confined to discharging the duties of their employment, Williams and the Aggrieved Employees were required to use their own personal cell phones but were never reimbursed for said use in violation of Labor Code section 2802.

Fourth, after the Aggrieved Employees' employment with St. Joseph ended, St. Joseph violated Labor Code section 202 by failing to pay them all wages due and payable within 72 hours of termination in violation of Labor Code sections 201 and 202.

Consequently, the claims being asserted by Mr. Williams are as follows:

Violation of Labor Code sections 226.7 – Rest Break Premiums

Wage Order 5 provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, and that the rest period time shall be based on the total hours worked daily at the rate of 10 minutes net per four 4 hours or major fraction thereof. The Wage Order further provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and that if an employer fails to provide an employee a rest period, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

Here, St. Joseph explicitly failed to provide Williams and the Aggrieved Employees with compliant rest breaks as a result of its requirement that its employees remain onsite and on-duty during their rest breaks. In addition, St. Joseph failed to provide Williams and the Aggrieved Employees with one hour of pay as required by Labor Code section 226.7 for these missed breaks.

Because St. Joseph did not provide compliant rest breaks and did not pay Williams and the Aggrieved Employees the proper premium pay for these missed breaks, the penalties in Labor Code section 2699 apply.

Violation of Labor Code Section 1194 – Underpayment of Wages

California Labor Code section 1194 states that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Here, St. Joseph violated Labor Code 1194 by using a biased and unlawful rounding policy which ultimately caused Williams and the Aggrieved Employees to not receive wages in an amount commensurate with the number of hours worked. Because St. Joseph utilized a rounding policy which unfairly disadvantaged its workers and caused them to receive less pay than the number of hours worked, St. Joseph is subject to penalties pursuant to Labor Code sections 558 and 1197.1.

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Violation of Labor Code Section 226 – Wage Statement Violations

Labor Code section 226(a)(9) requires an employer to furnish wage statements that, among other things, list “total hours worked by the employee” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” In this case, by utilizing an improper rounding policy which not only failed to calculate the precise amount of time that Williams and the Aggrieved Employees worked, but also resulted in underpaying Williams and the Aggrieved Employees, St. Joseph committed a wage statement violation each time it issued an inaccurate wage statement. Furthermore, St. Joseph failed to list the legal name of the employer on the wage statements it issued to Williams and the Aggrieved Employees. Consequently, the penalties listed in Labor Code section 2699 apply.

Violation of Labor Code Section 2802 – Indemnification for Expenses and Losses

Labor Code section 2802 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...”

In this case, Williams and the Aggrieved Employees were required to use their own personal cell phones in the course and scope of their employment but were never reimbursed for these expenditures. Specifically, Williams and the Aggrieved Employees were required to use their cell phones in order to clock in and out for work. Accordingly, St. Joseph is subject to civil penalties listed in Labor Code section 2699.

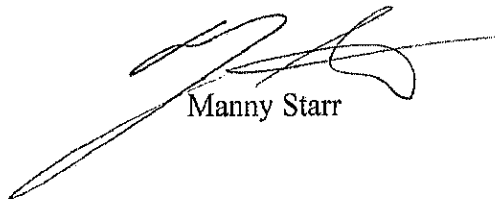
Violation of Labor Code Sections 201 and 202

Labor Code sections 201 and 202 required St. Joseph to pay the Aggrieved Employees all wages due immediately at the conclusion of their employment.

Here, St. Joseph failed to pay Williams and the Aggrieved Employees all regular and overtime wages that they were owed immediately upon the conclusion of their employment. As such, St. Joseph is subject to civil penalties listed in Labor Code section 2699.

If you have any concerns, please contact me at the address below.

Thank you,



Manny Starr



FRONTIER Law Center

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February 11, 2020

Via Online Filing

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>
PAGA Administrator

Via Certified Mail

St. Joseph Health Personal Care Services, LLC
200 W Center Street Promenade 2nd floor,
Anaheim, CA 92805

Via Certified Mail

St. Joseph Personal Care Services, LLC
Dept. of Legal Affairs
200 W Center Street Promenade 2nd floor,
Anaheim, CA 92805

Subject: *Keith Williams v. St. Joseph Health Personal Care Services, LLC and St. Joseph Personal Care Services, LLC*

Dear Representative:

This office represents Keith Williams ("Williams") in connection with Labor Code violation claims related to his employment with St. Joseph Health Personal Care Services, LLC ("St. Joseph"). St. Joseph can be contacted directly at:

St. Joseph Health Personal Care Services, LLC
3345 Michelson Dr. Ste 100
Irvine, CA 92612

Mr. Williams intends to seek PAGA penalties on behalf of himself and all employees of St. Joseph in California who were subjected to any of the Labor Code violations referenced herein within the last year ("Aggrieved Employees"). This letter is sent pursuant to the requirements of Labor Code section 2699.3.

First, St. Joseph employed Williams as a home care nurse where he and other Aggrieved Employees works shifts of six hours or longer. However, St. Joseph's own employee handbook dictates that its employees are not permitted to leave a client's home during their rest breaks and must instead remain at the client's home during their entire shift. Despite not receiving their statutorily mandated rest breaks, Mr. Williams and the Aggrieved Employees did not receive premium pay as required under Labor Code section 226.7.

Second, St. Joseph employed a biased and improper rounding scheme which ultimately resulted in Williams and the Aggrieved Employees being underpaid for the time they worked.

Third, while engaging in activity which was strictly confined to discharging the duties of their employment, Williams and the Aggrieved Employees were required to use their own personal cell phones but were never reimbursed for said use in violation of Labor Code section 2802.

Fourth, after the Aggrieved Employees' employment with St. Joseph ended, St. Joseph violated Labor Code section 202 by failing to pay them all wages due and payable within 72 hours of termination in violation of Labor Code sections 201 and 202.

Consequently, the claims being asserted by Mr. Williams are as follows:

Violation of Labor Code sections 226.7 – Rest Break Premiums

Wage Order 5 provides that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, and that the rest period time shall be based on the total hours worked daily at the rate of 10 minutes net per four 4 hours or major fraction thereof. The Wage Order further provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and that if an employer fails to provide an employee a rest period, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

Here, St. Joseph explicitly failed to provide Williams and the Aggrieved Employees with compliant rest breaks as a result of its requirement that its employees remain onsite and on-duty during their rest breaks. In addition, St. Joseph failed to provide Williams and the Aggrieved Employees with one hour of pay as required by Labor Code section 226.7 for these missed breaks.

Because St. Joseph did not provide compliant rest breaks and did not pay Williams and the Aggrieved Employees the proper premium pay for these missed breaks, the penalties in Labor Code section 2699 apply.

Violation of Labor Code Section 1194 – Underpayment of Wages

California Labor Code section 1194 states that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Here, St. Joseph violated Labor Code 1194 by using a biased and unlawful rounding policy which ultimately caused Williams and the Aggrieved Employees to not receive wages in an amount commensurate with the number of hours worked. Because St. Joseph utilized a rounding policy which unfairly disadvantaged its workers and caused them to receive less pay than the number of hours worked, St. Joseph is subject to penalties pursuant to Labor Code sections 558 and 1197.1.

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Violation of Labor Code Section 226 – Wage Statement Violations

Labor Code section 226(a)(9) requires an employer to furnish wage statements that, among other things, list “total hours worked by the employee” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” In this case, by utilizing an improper rounding policy which not only failed to calculate the precise amount of time that Williams and the Aggrieved Employees worked, but also resulted in underpaying Williams and the Aggrieved Employees, St. Joseph committed a wage statement violation each time it issued an inaccurate wage statement. Furthermore, St. Joseph failed to list the legal name of the employer on the wage statements it issued to Williams and the Aggrieved Employees. Consequently, the penalties listed in Labor Code section 2699 apply.

Violation of Labor Code Section 2802 – Indemnification for Expenses and Losses

Labor Code section 2802 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...”

In this case, Williams and the Aggrieved Employees were required to use their own personal cell phones in the course and scope of their employment but were never reimbursed for these expenditures. Specifically, Williams and the Aggrieved Employees were required to use their cell phones in order to clock in and out for work. Accordingly, St. Joseph is subject to civil penalties listed in Labor Code section 2699.

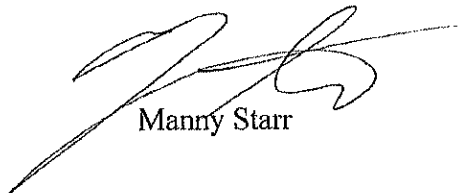
Violation of Labor Code Sections 201 and 202

Labor Code sections 201 and 202 required St. Joseph to pay the Aggrieved Employees all wages due immediately at the conclusion of their employment.

Here, St. Joseph failed to pay Williams and the Aggrieved Employees all regular and overtime wages that they were owed immediately upon the conclusion of their employment. As such, St. Joseph is subject to civil penalties listed in Labor Code section 2699.

If you have any concerns, please contact me at the address below.

Thank you,



Manny Starr



LAW OFFICE OF

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Via Online Filing

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>
PAGA Administrator

Via Certified Mail

St. Joseph Health Personal Care Services, LLC
200 W Center Street Promenade 2nd floor,
Anaheim, CA 92805

Subject: *Keith Williams v. St. Joseph Health Personal Care Services, LLC -Supplemental Notice*
Dear Representative:

The Law Office of Joseph Antonelli and Frontier Law represent Keith Williams ("Williams") in connection with Labor Code violation claims related to his employment with St. Joseph Health Personal Care Services, LLC ("St. Joseph"). This letter is intended to supplement Mr. Williams' prior letter dated February 11, 2020.

Mr. Williams intends to seek PAGA penalties on behalf of himself and all employees of St. Joseph in California who were subjected to any of the Labor Code violations referenced herein within the last year ("Aggrieved Employees"). The Aggrieved Employees are defined as all hourly non exempt constant care attendants who worked for St. Joseph at any time from February 11, 2019 until the time of trial.

Mr. Williams file the First Amended Complaint on or about September 2020, a copy of which is enclosed herewith. Mr. Williams' PAGA claims against St. Joseph include a rounding claim that resulted in Williams and the Aggrieved Employees being underpaid for the time they worked.

Additionally, Mr. Williams alleges that while engaging in activity which was strictly confined to discharging the duties of their employment, Williams and the Aggrieved Employees were required to use their own personal cell phones but were never reimbursed for said use in violation of Labor Code section 2802. Further as a result of these claims, after the Aggrieved Employees' employment with St. Joseph ended, St. Joseph violated Labor Code section 202 by failing to pay them all wages due and payable within 72 hours of termination in violation of Labor Code sections 201 and 202.

Consequently, the claims being asserted by Mr. Williams are as follows:

Violation of Labor Code Section 1194 – Underpayment of Wages

California Labor Code section 1194 states that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Here, St. Joseph violated Labor Code 1194 by using a biased and unlawful rounding policy which ultimately caused Williams and the Aggrieved Employees to not receive wages in an amount commensurate with the number of hours worked. Because St. Joseph utilized a rounding policy which unfairly disadvantaged its workers and caused them to receive less pay than the number of hours worked, St. Joseph is subject to penalties pursuant to Labor Code sections 558 and 1197.1.

Violation of Labor Code Section 226 – Wage Statement Violations

Labor Code section 226(a)(9) requires an employer to furnish wage statements that, among other things, list “total hours worked by the employee” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” In this case, by utilizing an improper rounding policy which not only failed to calculate the precise amount of time that Williams and the Aggrieved Employees worked, but also resulted in underpaying Williams and the Aggrieved Employees, St. Joseph committed a wage statement violation each time it issued an inaccurate wage statement. Furthermore, St. Joseph failed to list the legal name of the employer on the wage statements it issued to Williams and the Aggrieved Employees. Consequently, the penalties listed in Labor Code section 2699 apply.

Violation of Labor Code Section 2802 – Indemnification for Expenses and Losses

Labor Code section 2802 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...”

In this case, Williams and the Aggrieved Employees were required to use their own personal cell phones in the course and scope of their employment but were never reimbursed for these expenditures. Specifically, Williams and the Aggrieved Employees were required to use their cell phones in order to clock in and out for work. Accordingly, St. Joseph is subject to civil penalties listed in Labor Code section 2699.

Violation of Labor Code Sections 201 and 202

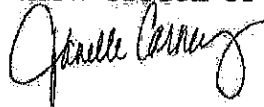
Labor Code sections 201 and 202 required St. Joseph to pay the Aggrieved Employees all wages due immediately at the conclusion of their employment.

December 23, 2020

Here, St. Joseph failed to pay Williams and the Aggrieved Employees all wages that they were owed immediately upon the conclusion of their employment. As such, St. Joseph is subject to civil penalties listed in Labor Code section 2699.

If you have any concerns, please contact me at the address below.

Very truly yours,
LAW OFFICE OF JOSEPH ANTONELLI

A handwritten signature in cursive script, appearing to read "Janelle Carney".

Janelle Carney

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On January 13, 2021, I served the foregoing document described as:

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on INTERESTED PARTIES in this action as stated below:

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BY ELECTRONIC SERVICE – ONE LEGAL, LLC.

By submitting an electronic version of the document(s) to One Legal, LLC, through the user interface at www.onelegal.com. Based on California Rules of Court Rule 2.251 (Rev. 1/2012). The electronic notification address of the person(s) making the service is jerin@janellecarneylaw.com.

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

Executed on January 13, 2021 at Chino Hills, California.

Jerin Wilkinson