

1 **JAMES HAWKINS, APLC**
2 JAMES R. HAWKINS (State Bar No. 192925)
3 James@jameshawkinsaplc.com
4 SAMANTHA A. SMITH (State Bar No. 233331)
5 Samantha@jameshawkinsaplc.com
6 9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

7 Attorneys for Plaintiff Taniya Abron, and all others
8 similarly situated

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ALAMEDA

11 TANIYA ABRON, on behalf of herself and all
12 others similarly situated,

13 Plaintiff,

14 v.

15 UNIVERSITY HEALTHCARE ALLIANCE,
16 a California corporation; and DOES 1 through
10, inclusive,

17 Defendant.
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Case No.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Wages for All Hours Worked;
2. Failure to Timely Pay Wages Due at Termination;
3. Knowing and Intentional Failure to Comply With Itemized Wage Statement Provisions; and
4. Violations of the Unfair Competition Law.

DEMAND FOR JURY TRIAL

1 Plaintiff Taniya Abron, on behalf of herself and all others similarly situated, alleges the
2 following upon information and belief:

3 **I.**

4 **INTRODUCTION**

5 1. Plaintiff Taniya Abron (“Plaintiff”) brings this is a class action, pursuant to
6 California Code of Civil Procedure section 382, on behalf of herself and all non-exempt
7 employees employed by, or formerly employed, within the State of California by University
8 Healthcare Alliance and any subsidiaries or affiliated companies (hereinafter, along with DOES 1
9 through 10, collectively referred to as “UHA” or “Defendant”).

10 2. Upon information and belief, for at least four years prior to the filing of this lawsuit
11 through to the present (hereinafter, the “Class Period”), Defendant consistently maintained and
12 enforced the following unlawful practices and policies, in violation of California state wage and
13 hour laws:

14 (a) Failing to pay all lawful wages owed, including maintaining a consistent
15 policy of rounding Plaintiff’s and class members’ time punches to Defendant’s advantage;

16 (b) Failing to provide accurate itemized wage statements; and

17 (c) Failing to pay all wages due upon separation of employment.

18 3. Plaintiff, on behalf of herself and all others similarly situated, brings this action
19 seeking unpaid wages, penalties, other equitable relief, and reasonable attorneys’ fees and costs.

20 4. Plaintiff, on behalf of herself and all others similarly situated, pursuant to Business
21 and Professions Code sections 17200-17208, also seeks restitution for the unfair, unlawful, or
22 fraudulent practices alleged in this Complaint.

1 II.

2 **THE PARTIES, JURISDICTION, AND VENUE**

3 **A. Plaintiff**

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5 5. Plaintiff Taniya Abron was a non-exempt, hourly employee working for Defendant
6 in the State of California during the Class Period. From approximately 2015 to April, 2020 as an
7 imaging specialist at Defendant's Newark location.

8 **B. Defendant**

9 6. UHA is the medical foundation of Stanford Health Care and Stanford Medicine.
10 UHA is comprised of three medical groups with over 70 clinic locations and over 350 board-
11 certified primary care and specialty care providers located across the Bay Area. The unlawful acts
12 alleged herein have a direct effect on Plaintiff and those similarly situated within the state of
13 California and Alameda county.

14 7. The true names and capacities, whether individual, corporate, associate, or
15 otherwise, of defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to
16 Plaintiff, who therefore sues these defendants by such fictitious names. Plaintiff is informed and
17 believes, and based thereon alleges, that each of the defendants designated herein as a DOE is
18 legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek
19 leave of court to amend this Complaint to reflect the true names and capacities of the defendants
20 designated hereinafter as DOES when such identities become known.

21 8. Plaintiff is informed and believes, and based thereon alleges, that each defendant
22 acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint
23 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
24 legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
25 employer and/or joint employer of Plaintiff and the class members.

26 9. Venue as to each defendant is proper in this judicial district, pursuant to California
27 Code of Civil Procedure section 395.5. On information and belief, Defendant operates and is
28 doing business as UHA throughout California and is doing business in Alameda county, and each

1 defendant is within the jurisdiction of this Court for service of process purposes. The unlawful
2 acts alleged herein have a direct effect on Plaintiff and those similarly situated within the State of
3 California. On information and belief, Defendant employs class members in Alameda county.

4 **III.**

5 **CLASS ALLEGATIONS**

6 10. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of herself
7 and all other members of the general public similarly situated who were affected by Defendant's
8 Labor Code, Business and Professions Code §§ 17200 *et seq.* and IWC Wage Order violations.

9 11. Plaintiff seeks to represent classes composed of and defined as follows:

10 Class

11 All persons who, for the four years prior to the filing of this class action
12 to the present, are or have been employed by Defendant in the State of
13 California as non-exempt employees.

14 Waiting Time Subclass

15 All class members who separated from their employment with Defendant
16 within three years prior to the filing of the Complaint.

17 12. Members of the Class and Waiting Time Subclass described above will be
18 collectively referred to throughout as "Class Members" and/or "the Class." Plaintiff reserves the
19 right to re-define the above class and subclass and add additional subclasses as appropriate based
20 on investigation, discovery and specific theories of liability.

21 13. Plaintiff reserves the right to amend or modify the class and subclass descriptions
22 with greater specificity or further division into subclasses or limitation to particular issues.

23 14. This action has been brought and may properly be maintained as a class action
24 under the provisions of section 382 of the California Code of Civil Procedure because it satisfies
25 the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements.
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1 **A. Numerosity**

2 15. The potential members of the Class as defined are so numerous that joinder of all
3 the members is impracticable. While the precise number of Class Members has not been
4 determined at this time, Plaintiff is informed and believes that Defendant currently employs, and
5 during the relevant time periods employed, hundreds of Class Members who are or have been
6 affected by Defendant's unlawful practices as alleged herein.

7 16. Employee turnover during the relevant periods will increase this number. Upon
8 information and belief, Plaintiff alleges Defendant's employment records will provide information
9 as to the number and location of all Class Members. Joinder of all members of the proposed Class
10 is not practicable.

11 **B. Commonality**

12 17. There are questions of law and fact common to the Class predominating over any
13 questions affecting only individual Class Members. These common questions of law and fact
14 include, without limitation:

15 (a) Whether Defendant failed to pay Plaintiff and class members all lawful
16 wages; failed to provide accurate itemized wage statements to Plaintiff and class members;

17 (b) Whether Defendant violated sections 201-203 of the Labor Code by
18 failing to timely pay Class Members' wages upon separation of their employment with Defendant;

19 (c) Whether Defendant failed to timely pay all wages due to Plaintiff and
20 Subclass members upon termination or within 72 hours of resignation.; and

21 (d) Whether Plaintiff and the Class Members are entitled to equitable relief
22 pursuant to Business and Professions Code section 17200 *et seq.*

23 **C. Typicality**

24 18. The claims of the named Plaintiff are typical of the claims of the Class Members.
25 Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by
26 Defendant's common course of conduct in violation of California laws, regulations, and statutes as
27 alleged herein.
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1 **D. Adequacy of Representation**

2 19. Plaintiff will fairly and adequately represent and protect the interests of the
3 members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating
4 large employment class actions.

5 **E. Superiority of a Class Action**

6 20. A class action is superior to other available means for the fair and efficient
7 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
8 questions of law and fact common to the Class predominate over any questions affecting only
9 individual Class Members. Each Class Member has been damaged and is entitled to recovery by
10 reason of Defendant's unlawful policies and practices alleged in the Complaint. Class action
11 treatment will allow those similarly situated persons to litigate their claims in the manner that is
12 most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any
13 difficulties that are likely to be encountered in the management of this action that would preclude
14 its maintenance as a class action.

15 **III.**

16 **FACTUAL BACKGROUND**

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18 21. Plaintiff and the Class Members are, or at times pertinent hereto, have been non-
19 exempt employees within the meaning of the California Labor Code and the implementing rules
20 and regulations of IWC California Wage Orders. Defendant hires employees, like Plaintiff, who
21 work in non-exempt positions and any other related positions, throughout California.

22 22. Plaintiff and the Class Members were not properly compensated for all hours
23 worked. This is due, in part, to Defendant's failure to pay for time rounded to Defendant's
24 advantage. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or should
25 have known that Plaintiff and Class Members were entitled to receive wages for all hours worked,
26 including overtime compensation. In violation of the Labor Code and IWC Wage Orders, Plaintiff
27 and Class Members were not properly paid for all of their time worked because Defendant rounded
28 Plaintiff's and Class Members' time punches to Defendant's advantage.

23. Due in part to the above violations, including the failure to pay wages for all hours worked, Defendant also failed to pay all wages due and owing to Plaintiff and Waiting Time Subclass Members following the end of these workers' employment by Defendant in violation of Labor Code Sections 201-203.

24. Defendant also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Class Members in part because of the above specified violations. In addition, upon information and belief, Defendant omitted an accurate itemization of total hours worked, including premiums due and owing for meal and rest period violations, gross pay and net pay figures from Plaintiff and the Class Members' wage statements.

25. On information and belief, Plaintiff alleges that Defendant's actions as described throughout this Complaint were intentional and willful.

V.

CAUSES OF ACTION

First Cause of Action

(Failure to Pay Wages for Hours Worked)

40. Plaintiff incorporates all previous paragraphs of this Complaint as though fully set forth herein.

41. On information and belief, Plaintiff alleges that, by Defendant's policies of (a) failing to pay Plaintiff and the Class Members for all wages owed, and/or rounding Plaintiff's and Class Members' time punches to Defendant's advantage, Defendant willfully violated the provisions of the Labor Code, including sections 204, 512, 1194 and 1197, the applicable IWC Wage Orders, and California law.

42. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members he seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.

1 43. WHEREFORE, Plaintiff and the Class Members he seeks to represent request
2 relief as described herein and below.

3 **Second Cause of Action**

4 ***(Failure to Timely Pay Wages Due at Termination)***

5 44. Plaintiff incorporates all previous paragraphs of this Complaint as though fully set
6 forth herein.

7 45. Sections 201 and 202 of the California Labor Code require Defendant to pay its
8 employees all wages due within 72 hours of termination of employment. Section 203 of the Labor
9 Code provides that if an employer willfully fails to timely pay such wages the employer must, as a
10 penalty, continue to pay the subject employees' wages until the back wages are paid in full or an
11 action is commenced. The penalty cannot exceed 30 days of wages.

12 46. Each Class Member who has separated from the company at any time within three
13 years prior to the filing of this complaint to the present are entitled to all wages earned but not
14 paid, but to date have not received such compensation, therefore entitling them Labor Code
15 section 203 penalties.

16 47. More than 30 days have passed since affected Class Members left Defendant's
17 employ, and on information and belief, they have not received payment pursuant to Labor Code
18 section 203. As a consequence of Defendant's willful conduct in not paying all earned wages,
19 those Class Members are entitled to 30 days' wages as a penalty under Labor Code section 203 for
20 failure to pay legal wages and failure to pay one hour's wages in lieu thereof for denied meal
21 periods, together with interest thereon and attorneys' fees and costs.

22 48. WHEREFORE, Plaintiff and each Class Member she seeks to represent request
23 relief as described herein and below and as deemed just.
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49. Plaintiff incorporates all previous paragraphs of this Complaint as though fully set forth herein.

51. Sections 226.2(a) of the California Labor Code requires Defendant to itemize the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid during the pay periods. On information and belief, Plaintiff alleges that Defendant has knowingly and intentionally failed to comply with Labor Code section 226.2(a).

52. Section 7 of the IWC Wage Orders requires Defendant to maintain records showing, among other things, when the employee begins and ends each work period, total hours worked and applicable rates of pay, and meal periods. On information and belief, Plaintiff alleges that Defendant has knowingly and intentionally failed to comply with these Wage Orders.

53. WHEREFORE, Plaintiff and each Class Member she seeks to represent request relief as described herein and below and as deemed just.

(Violation of Unfair Competition Law)

54. Plaintiff incorporates all previous paragraphs of this Complaint as though fully set forth herein.

55. On information and belief, Plaintiff alleges that, by Defendant's policy of:

(a) failing to compensate Plaintiff and the Class Members for all wages owed during the relevant time period;

(b) failing to properly itemize wages statements; and

1 (c) failing to timely pay wages upon separation of employment.

2 Defendant engaged in unlawful activity prohibited by Business and Professions Code
3 section 17200 *et seq.*

4 56. The actions of Defendant as alleged within this Complaint constitute false,
5 fraudulent, unlawful, unfair, and deceptive business practices, within the meaning of Business and
6 Professions Code section 17200 *et seq.*

7 57. Plaintiff is entitled to equitable relief against such unlawful practices, for which
8 there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

9 58. As a result of their unlawful acts, Defendant has reaped and continues to reap
10 unfair benefits and unlawful profits at the expense of Plaintiff and each Class Member they seek to
11 represent. Defendant should restore to Plaintiff and the Class Members the wrongfully withheld
12 wages pursuant to Business and Professions Code § 17203. Plaintiff is informed and believes, and
13 thereon alleges, that Defendant has been unjustly enriched through Defendant's unlawful, unfair,
14 and fraudulent business practices as alleged throughout the Complaint. Plaintiff is informed and
15 believes, and thereon alleges, that Plaintiff and the Class Members are and have been prejudiced
16 by Defendant's unfair trade practices.

17 59. As a direct and proximate result of the unfair business practices of Defendant, and
18 each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to
19 equitable relief, including full restitution of all wages which have been unlawfully withheld from
20 Plaintiff and the Class Members as a result of the business acts and practices described herein.

21 60. WHEREFORE, Plaintiff and each Class Member he seeks to represent request
22 relief as described herein and below and as deemed just.

23 **VI.**

24 **PRAYER**

25 WHEREFORE, Plaintiff prays for judgment as follows:

26 1. For certification of the proposed Class and Waiting Time Subclass and any other
27 appropriate subclasses under California Code of Civil Procedure § 382;
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2. For appointment of Taniya Abron as the class representative;
3. For appointment of James Hawkins, APLC as class counsel for all purposes;
4. For general damages;
5. For special damages;
6. For liquidated damages pursuant to California Labor Code § 1194.2;
7. For statutory penalties to the extent permitted by law, including those pursuant to the California Labor Code and IWC Wage Orders;
8. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;
9. For restitution as provided by California Business and Professions Code §§ 17200, *et seq.*;
10. For an order requiring Defendant 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 California Business and Professions Code §§ 17200, *et seq.*;
11. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, benefits and penalties according to proof, including interest thereon;
12. For pre-judgment interest;
13. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to California Code of Civil Procedure § 1021.5 and California Labor Code §§ 226(e) and 1194; and
14. For such other relief as the Court deems just and proper.

Dated: June 30, 2020

JAMES HAWKINS, APLC

By: 

SAMANTHA A. SMITH

Attorneys for Plaintiff Taniya Abron individually
and on behalf of all others similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury to the extent authorized by law.

Dated: June 30, 2020

JAMES HAWKINS, APLC

By: 

SAMANTHA A. SMITH

Attorneys for Plaintiff Taniya Abron individually
and on behalf of all others similarly situated