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SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT COUNTY**

CHEYANNE MARTINEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

ST. JOSEPH HEALTH NORTHERN
CALIFORNIA, LLC d.b.a. ST. JOSEPH
HOSPITAL - EUREKA; and DOES 1 through
50, inclusive,

Defendants.

Case No.: CV-2000424

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE
SECTIONS 226.7 AND 512;**
- (2) VIOLATION OF LABOR CODE
SECTIONS 1194 AND 510;**
- (3) VIOLATION OF LABOR CODE
SECTION 226;**
- (4) VIOLATION OF LABOR CODE
SECTIONS 201-204;**
- (5) BUSINESS AND PROFESSIONS
CODE SECTION 17200 *et seq.***
- (6) VIOLATION OF CALIFORNIA
LABOR CODE § 2698, *et seq.* (PAGA)**

DEMAND FOR JURY TRIAL

1 Plaintiff Cheyanne Martinez ("Plaintiff") hereby submits her First Amended Complaint
2 for Damages against Defendants St. Joseph Health Northern California, LLC d.b.a. St. Joseph
3 Hospital - Eureka, and DOES 1 through 50, inclusive (collectively, "Defendants"), on behalf of
4 herself and the Class of other similarly situated current and former employees of Defendants
5 for meal period and rest break wages, minimum and overtime wages, and penalties as follows:

6 **INTRODUCTION**

7 1. This class action is brought pursuant to Labor Code §§ 203, 226, 226.7, 510,
8 512, 1194, 2698, Industrial Welfare Commission ("IWC") Wage Order No. 5-2001 (codified
9 as California Code of Regulations Title 8 § 11050), and Business and Professions Code §
10 17200 *et seq.* (Unfair Competition Law ("UCL")).

11 2. This Complaint challenges Defendants' systemic illegal employment practices
12 resulting in violations of the stated provisions of the Labor Code and Business and Professions
13 Code against the identified class of employees.

14 3. Plaintiff is informed and believes and thereon alleges Defendants joint and
15 severally acted intentionally and with deliberate indifference and conscious disregard to the
16 rights of all employees in (1) failing to provide meal periods and rest breaks, (2) failing to pay
17 all minimum and overtime wages, (3) failing to provide accurate wage statements, and (4)
18 failing to pay all wages due and owing upon termination of employment.

19 **JURISDICTION AND VENUE**

20 4. This class action is brought pursuant to California Code of Civil Procedure §
21 382. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits of the
22 Superior Court and will be established according to proof at trial. The damages sought by
23 Plaintiff individually are less than \$75,000.00.

24 5. This Court has jurisdiction over this action pursuant to California Constitution,
25 Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes
26 except those given by statute to other courts. The statutes under which this action is brought do
27 not specify any other basis for jurisdiction.

28 6. This Court has jurisdiction over the violations of Labor Code §§ 203, 226,

1 226.7, 510, 512, 1194, 2698, and the UCL.

2 7. This Court has jurisdiction over all Defendants because, upon information and
3 belief, each party has sufficient minimum contacts in California, or otherwise intentionally
4 avails itself of California law so as to render the exercise of jurisdiction over it by the
5 California courts consistent with traditional notions of fair play and substantial justice.

6 8. Venue is proper in this Court because, upon information and belief, the named
7 Defendants transact business and/or have offices in this county, and the acts and omissions
8 alleged herein took place in this county.

9 **PARTIES**

10 9. Plaintiff Cheyanne Martinez is an individual residing in the State of California.
11 Plaintiff was employed by Defendants within the statutory time period.

12 10. Plaintiff is informed and believes and thereon alleges that St. Joseph Health
13 Northern California, LLC d.b.a. St. Joseph Hospital - Eureka is a non-profit company operating
14 in the State of California, including the County of Humboldt.

15 11. Plaintiff does not know the true names or capacities, whether individual, partner
16 or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
17 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend
18 this complaint when the true names and capacities are known. Plaintiff is informed and
19 believes and thereon alleges that each of Defendants designated as a DOE was responsible in
20 some way for the matters alleged herein and proximately caused Plaintiff and members of the
21 general public and the Class to be subject to the illegal employment practices, wrongs and
22 injuries complained of herein.

23 12. At all times herein mentioned, Defendants, and each of them, were agents,
24 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
25 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
26 the course and scope of their authority as such agents, partners, joint venturers, representatives,
27 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
28 alleged herein were duly committed with ratification, knowledge, permission, encouragement,

1 authorization and consent of each Defendant designated herein.

2 As such, and based upon all the facts and circumstances incident to Defendants'
3 business in California, Defendants are subject to Labor Code §§ 203, 226, 226.7, 510, 512,
4 1194, IWC Wage Order 5-2001, and the UCL.

5 **CLASS ACTION ALLEGATIONS**

6 **13. Definition:** Plaintiff seeks class certification pursuant to California Code of
7 Civil Procedure § 382 of a class of all non-exempt employees of Defendants who worked in
8 California during the period from March 16, 2016, to the present, including the following
9 Subclasses:

10 (a) **Meal Period Subclass:** all Defendants' non-exempt employees who
11 worked one or more shifts in excess of six (6) hours in California during
12 the period from March 16, 2016, to the present;

13 **As an alternative to Subclass (a):** all Defendants' non-exempt employees who
14 worked one or more shifts in excess of six (6) hours in California
15 without receiving a 30-minute break during which they were relieved of
16 all duties, during the period from March 16, 2016, to the present;

17 (b) **Second Meal Period Subclass:** all Defendants' non-exempt employees
18 who worked one or more shifts in excess of ten (10) hours in California
19 without receiving a second 30-minute break during the period from
20 March 16, 2016, to the present;

21 **As an alternative to Subclass (b):** all Defendants' non-exempt employees who
22 worked one or more shifts in excess of twelve (12) hours in California
23 without receiving a second 30-minute break during the period from
24 March 16, 2016, to the present

25 (c) **Rest Break Subclass:** all Defendants' non-exempt employees who
26 worked one or more shifts of three and one-half (3.5) hours or more in
27 California during the period from March 16, 2016, to the present;

28 **As an alternative to Subclass (c):** all Defendants' non-exempt employees who

1 worked one or more shifts of three and one-half (3.5) hours or more in
2 California without receiving a paid 10-minute break during which they
3 were relieved of all duties, during the period from March 16, 2016, to
4 the present;

5 (d) **Overtime Subclass:** all Defendants' non-exempt employees who
6 worked one or more shifts in excess of eight (8) hours in a day or forty
7 (40) hours in a workweek in California during the period from March
8 16, 2016, to the present;

9 **As an alternative to Subclass (d):** all Defendants' non-exempt employees who
10 worked one or more shifts in excess of eight (8) hours in a day or forty
11 (40) hours in a workweek in California and were not properly paid all
12 overtime wages during the period from March 16, 2016, to the present;

13 (e) **Minimum Wage Subclass** all Defendants' non-exempt employees who
14 worked in California and were not properly paid all minimum wages
15 during the period from March 16, 2016, to the present;

16 (f) **Wage Statement Subclass:** all Defendants' non-exempt employees who
17 worked in California and received an itemized wage statement during
18 the period of March 16, 2017, to the present;

19 (g) **Terminated Employee Subclass:** all Defendants' non-exempt
20 employees who worked in California and who were not properly paid all
21 wages on termination or within 72 hours thereof during the period of
22 March 16, 2017, to the present.

23 **14. Numerosity:** The members of the Class are so numerous that joinder of all
24 members would be impractical, if not impossible. The identities of the members of the Class
25 are readily ascertainable by review of Defendants' records, including payroll records.

26 **15. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
27 steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's
28 attorneys are ready, willing and able to fully and adequately represent the Class and Plaintiff.

1 Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and
2 currently have a number of wage-and-hour class actions pending in California courts.

3 **16.** Defendants administered a corporate policy, practice and/or procedure of (1)
4 failing to pay all meal period wages and rest break wages, (2) failing to pay all overtime wages
5 and minimum wages, (3) failing to provide accurate wage statements, (4) failing to timely pay
6 all wages due and owing upon termination of employment, and (5) engaging in unfair business
7 practices. Plaintiff alleges this corporate conduct is accomplished with the advance knowledge
8 and designed intent to willfully withhold appropriate wages for work performed members of
9 the Class.

10 **17. Common Question of Law and Fact:** There are predominant common
11 questions of law and fact and a community of interest amongst Plaintiff and the claims of the
12 Class concerning whether Defendants' policies and practices regularly denied Class Members
13 meal and rest break wages, overtime and minimum wages, and reimbursement for necessary
14 work-related expenses.

15 **18. Typicality:** The claims of Plaintiff are typical of the claims of all members of
16 the Class. Plaintiff is a member of the Class and have suffered the alleged violations of Labor
17 Code §§ 201-204, 226, 226.7, 510, 512, 1194, IWC Wage Order No. 5-2001, and the UCL.
18 Plaintiff worked at least one shift in excess of ten hours during which he was not provided all
19 duty-free, legally mandated meal periods. Plaintiff worked at least one shift of 3.5 hours or
20 greater during which he was not authorized and permitted all duty-free, legally mandated rest
21 breaks. Plaintiff performed work for which she was not paid, including at the correct overtime
22 rate of pay. Plaintiff received wage statements during her employment. Plaintiff's employment
23 terminated during the statutory period.

24 **19.** The Labor Code upon which Plaintiff bases her claims is broadly remedial in
25 nature. These laws and labor standards serve an important public interest in establishing
26 minimum working conditions and standards in California. These laws and labor standards
27 protect the average working employee from exploitation by employers who may seek to take
28 advantage of superior economic and bargaining power in setting onerous terms and conditions

1 of employment.

2 **20.** The nature of this action and the format of laws available to Plaintiff and
3 members of the Class identified herein make the class action format a particularly efficient and
4 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
5 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
6 advantage since it would be able to exploit and overwhelm the limited resources of each
7 individual plaintiff with their vastly superior financial and legal resources. Requiring each
8 Class Member to pursue an individual remedy would also discourage the assertion of lawful
9 claims by employees who would be disinclined to file an action against their former and/or
10 current employer for real and justifiable fear of retaliation and permanent damage to their
11 careers at subsequent employment.

12 **21.** The prosecution of separate actions by the individual Class Members, even if
13 possible, would create a substantial risk of (a) inconsistent or varying adjudications with
14 respect to individual Class Members against the Defendants and which would establish
15 potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with
16 respect to individual Class Members which would, as a practical matter, be dispositive of the
17 interest of the other Class Members not parties to the adjudications or which would
18 substantially impair or impede the ability of the Class Members to protect their interests.
19 Further, the claims of the individual members of the Classes are not sufficiently large to
20 warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

21 **22.** Such a pattern, practice and administration of corporate policy regarding illegal
22 employee compensation described herein is unlawful and creates an entitlement to recovery by
23 Plaintiff and the Class identified herein, in a civil action, for the unpaid balance of the full
24 amount of meal period and rest break premiums, overtime wages and minimum wages, and
25 penalties, including interest thereon, attorneys' fees and costs of suit, as well as consequential
26 damages.

27 **23.** Proof of a common business practice or factual pattern, which Plaintiff
28 experienced and is representative of, will establish the right of each Class Member to recovery

1 on the causes of action alleged herein.

2 24. The Class is commonly entitled to a specific fund with respect to the
3 compensation illegally and unfairly retained by Defendants. This action is brought for the
4 benefit of the entirety of all Class and will result in the creation of a common fund.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE SECTION 226.7**

7 **REGARDING MEAL PERIOD AND REST BREAK WAGES**

8 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

9 **THE CLASS AND ALL SUBCLASSES)**

10 25. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 24 as
11 though fully set forth herein.

12 26. In accordance with the mandates of the California Labor Code and the
13 applicable IWC Wage Order, Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e), (f) and
14 (g) had the right to take a 10-minute rest break for every four (4) hours worked or major
15 fraction thereof, and a 30-minute meal period for every five (5) hours worked.

16 27. As a pattern and practice, Defendants regularly did not provide employees with
17 their meal periods and rest breaks and did not provide proper compensation for this failure.

18 28. Defendants' policy of failing to provide Plaintiff and the Class and Subclasses
19 (a), (b), (c), (d), (e), (f) and (g) with legally mandated meal periods and rest breaks is a
20 violation of California law.

21 29. Defendants willfully failed to pay employees whom they did provide the
22 opportunity to take meal periods and rest breaks the premium compensation set out in Labor
23 Code § 226.7 and the applicable IWC Wage Order, and Plaintiff and the Class and Subclasses
24 (a), (b), (c), (d), (e), (f) and (g) are owed wages for meal period and rest break premiums as set
25 forth above.

26 30. Such a pattern, practice and administration of corporate policy as described
27 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class and
28 Subclasses (a), (b), (c), (d), (e), (f) and (g) identified herein, in a civil action, for the balance of

1 the unpaid premium compensation pursuant to Labor Code § 226.7 and the applicable IWC
2 Wage Order, including interest thereon.

3 **SECOND CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE SECTION 1194**

5 **REGARDING OVERTIME AND MINIMUM WAGES**

6 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
7 **THE CLASS AND ALL SUBCLASSES)**

8 **31.** Plaintiff re-alleges and incorporates by reference paragraphs 1 through 30 as
9 though fully set forth herein.

10 **32.** At all times relevant herein, Defendants were required to compensate their non-
11 exempt employees minimum wages for all hours worked and overtime wages for all hours
12 worked over eight (8) hours in a day or forty (40) hours in a workweek.

13 **33.** As a pattern and practice, Defendants regularly failed to compensate its
14 employees for all hours worked, resulting in a failure to pay all minimum wages and, where
15 applicable, overtime wages.

16 **34.** This resulted in Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e), (f)
17 and (g) receiving total wages in an amount less than minimum wage and, when applicable,
18 deprived Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e), (h) and (i) of overtime
19 wages.

20 **35.** Such a pattern, practice and administration of corporate policy regarding illegal
21 employee compensation as described herein is unlawful and creates an entitlement to recovery
22 by Plaintiff and the Class and Subclasses (a), (b), (c), (d), (e), (f) and (g) in a civil action, for
23 the unpaid balance of the full amount of minimum and overtime wages owing, including
24 liquidated damages, interest, attorneys' fees, and costs of suit according to the mandate of
25 California Labor Code § 1194.

26 **36.** Defendants' willful failure to provide Plaintiff and the Class and Subclasses (a),
27 (b), (c), (d), (e), (f) and (g) the wages due and owing them upon separation from employment
28 results in continuation of wages up to thirty (30) days from the time the wages were due.

1 Therefore, Plaintiff and Class Members who have separated from employment are entitled to
2 compensation pursuant to Labor Code § 203.

3 **THIRD CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE SECTION 226**

5 **REGARDING RECORD KEEPING**

6 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
7 **THE CLASS AND SUBCLASSES (d), (e), and (f))**

8 37. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36 as
9 though fully set forth herein.

10 38. In violation of Labor Code § 226, Defendants failed in their affirmative
11 obligation to keep *accurate* records for their California employees. For example, as a result of
12 Defendants' various Labor Code violations, Defendants failed to keep accurate records of
13 Plaintiff and the Class and Subclasses (d), (e), and (f)'s gross wages earned, total hours
14 worked, net wages earned, and all applicable hourly rates and the number of hours worked at
15 each hourly rate. Plaintiff received at least one such wage statement during her employment
16 with Defendants.

17 39. Such a pattern, practice and uniform administration of corporate policy as
18 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
19 Class and Subclasses (d), (e), and (f) identified herein, in a civil action, for all damages and/or
20 penalties pursuant to Labor Code § 226, including interest thereon, penalties, reasonable
21 attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

22 **FOURTH CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE SECTION 203**

24 **REGARDING WAITING TIME PENALTIES**

25 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**
26 **THE CLASS AND SUBCLASSES (d), (e), (f), and (g))**

27 40. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 39 as
28 though fully set forth herein.

1 41. At all times relevant herein, Defendants were required to pay their employees
2 all wages owed in a timely fashion at the end of employment pursuant to California Labor
3 Code §§ 201 to 204.

4 42. As a result of Defendants' alleged Labor Code violations alleged above,
5 Defendants regularly failed to pay Plaintiff and the Class and Subclasses (d), (e), (f), and (g)
6 their final wages pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time
7 penalties pursuant to Labor Code § 203.

8 43. The conduct of Defendants and their agents and employees as described herein
9 was willfully done in violation of Plaintiff and the Class and Subclasses (d), (e), (f), and (g)'s
10 rights, and done by managerial employees of Defendants.

11 44. Defendants' willful failure to provide Plaintiff and the Class and Subclasses (d),
12 (e), (f), and (g) the wages due and owing them upon separation from employment results in a
13 continuation of wages up to thirty (30) days from the time the wages were due. Therefore,
14 Plaintiff and Class Members who have separated from employment are entitled to
15 compensation pursuant to Labor Code § 203.

16 **FIFTH CAUSE OF ACTION**

17 **FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 *et seq.***

18 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF**

19 **THE CLASS AND ALL SUBCLASSES)**

20 45. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 44 as
21 though fully set for herein.

22 46. Defendants, and each of them, have engaged and continue to engage in unfair
23 and unlawful business practices in California by practicing, employing and utilizing the
24 employment practices outlined above, inclusive, to wit, by knowingly denying employees: (1)
25 all meal period wages and rest break premiums, (2) all overtime wages and minimum wages,
26 (3) accurate wage statements, and (4) all wages due and owing upon termination of
27 employment.

28 47. Defendants' utilization of such business practices constitutes unfair, unlawful

1 competition and provides an unfair advantage over Defendants' competitors.

2 **48.** The acts complained of herein occurred within the last four years preceding the
3 filing of the complaint in this action.

4 **49.** Defendants have engaged in unlawful, deceptive and unfair business practices,
5 as proscribed by California Business and Professions Code § 17200 *et seq.*, including those set
6 forth above, thereby depriving Plaintiff and the Class and Subclasses the minimum working
7 condition standards and conditions due to them under the California laws and IWC Wage
8 Orders as specifically described therein.

9 **50.** Plaintiff seeks, on her own behalf, and on behalf of other members of the Class
10 and Subclasses who are similarly situated, full restitution of monies, as necessary and
11 according to proof, to restore any and all monies withheld, acquired and/or converted by the
12 Defendants by means of the unfair practices complained of herein.

13 **SIXTH CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE SECTION 2698 *et seq.***

15 **(AGAINST ALL DEFENDANTS)**

16 **51.** Plaintiffs re-allege and incorporate by reference paragraphs 1 through 50 as
17 though fully set for herein.

18 **52.** The Private Attorneys General Act of 2004 ("PAGA") expressly establishes that
19 any provision of the California Labor Code which provides for a civil penalty to be assessed
20 and collected by the Labor and Workforce Development Agency ("LWDA"), or any of its
21 departments, divisions, commissions, boards, agencies or employees for a violation of the
22 California Labor Code, may be recovered through a civil action brought by an aggrieved
23 employee on behalf of himself or herself, and other current or former employees.

24 **53.** Whenever the LWDA, or any of its departments, divisions, commissions,
25 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
26 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
27 assess a civil penalty.

28 **54.** On or around July 22, 2020, Plaintiff Cheyanne Martinez provided written
notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends

1 were violated, and the theories supporting her contentions. Plaintiff believes that on or about
2 September 25, 2020, the sixty-five (65)-day notice period expired and the LWDA has not taken
3 any action to investigate or prosecute this matter. Therefore, Plaintiff has exhausted the
4 statutory time period to bring this action.

5 55. Plaintiff and the other non-exempt or hourly-paid employees are “aggrieved
6 employees” as defined by California Labor Code § 2699(c) in that they are all current or
7 former employees of Defendants who worked for Defendants at any time during the period
8 from April 6, 2019 to the present and one or more of the alleged violations was committed
9 against them¹.

10 **Failure to Pay Minimum and Overtime Wages**

11 56. At all times relevant herein, Defendants were required to compensate their non-
12 exempt employees minimum wages for all hours worked and overtime wages for all hours
13 worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek, pursuant
14 to the mandate of Labor Code §§ 510, 1194, 1197, 1197.1, and 1198.

15 57. During the relevant time period, Plaintiffs and other aggrieved employees
16 routinely worked in excess of 8 hours in a day and 40 hours in a week. Defendants failed to
17 compensate Plaintiff and other aggrieved employees for all work performed, including time
18 worked through supposed “breaks” and off-the-clock work performed while waiting for relief.
19 This resulted in a failure to compensate Plaintiff and other aggrieved employees at the
20 applicable overtime rate of pay for all overtime hours worked.

21 **Failure to Provide Meal Periods and Rest Breaks**

22 58. In accordance with the mandates of the California Labor Code and the
23 applicable IWC Wage Order, Plaintiffs and other aggrieved employees had the right to take a
24 10-minute rest break for every four (4) hours worked or major fraction thereof, and a 30-
25 minute meal period for every five (5) hours worked.

26 ¹ Pursuant to Emergency Rule 9 of the Judicial Council of California’s emergency rules related
27 to the COVID-19 pandemic, “[n]otwithstanding any other law, the statutes of limitations and
28 repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October
1, 2020.” Accordingly, per the emergency tolling rule, for purposes of calculating the statute of
limitations, the PAGA claim period began on April 6, 2020.

1 59. As a pattern and practice, Defendants failed to authorize and permit Plaintiffs
2 and other aggrieved employees all required off-duty, net-10-minute rest breaks during which
3 the employees were free to leave Defendants' premises.

4 60. Additionally, as a pattern and practice, Defendants routinely required Plaintiff
5 and other aggrieved employees to work through, interrupt, and/or delay their meal periods
6 and/or rest breaks to complete their daily workload (particularly when short staffed), and
7 comply with Defendants' expectations. Additionally, Defendants routinely failed to separately
8 compensate Plaintiff and other aggrieved employees for rest breaks.

9 61. Further, Defendants failed to authorize and permit Plaintiff and other aggrieved
10 employees the requisite number of meal and rest breaks when working shifts exceeding 10
11 hours, including second meal breaks and third rest breaks. Despite these facts, Defendants
12 never compensated premium wages to Plaintiff and other aggrieved employees.

13 **Failure to Timely Pay Wages Upon Termination**

14 62. At all times relevant herein, Defendants were required to pay their employees
15 all wages owed in a timely fashion at the end of employment pursuant to California Labor
16 Code §§ 201 to 204.

17 63. As a result of Defendants' Labor Code violations alleged above, Defendants
18 failed to pay Plaintiff and the other similarly-situated former employees their final wages
19 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
20 Labor Code § 203.

21 **Failure to Provide Complete and Accurate Wage Statements**

22 64. At all times relevant herein, Defendants were required to keep accurate records
23 regarding their California employees pursuant to the mandate of Labor Code §§ 226 and
24 1174(d).

25 65. As a result of Defendants' various Labor Code violations, Defendants failed to
26 keep accurate records regarding Plaintiff and other similarly-situated current and former
27 employees. For example, Defendants failed in their affirmative obligation to keep accurate
28 records regarding Plaintiff and other similarly-situated current and former employees' gross

1 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the
2 number of hours worked at each hourly rate.

3 **Damages**

4 **66.** Pursuant to California Labor Code § 2699, Plaintiff, individually and on behalf
5 of other current and former aggrieved employees, requests and is entitled to recover from
6 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant,
7 including but not limited to:

8 **67.** Penalties under California Labor Code § 2699 in the amount of a hundred
9 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two
10 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
11 violation;

12 **68.** Penalties under California Labor Code § 210 in the amount of a hundred dollars
13 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
14 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, plus
15 25% of the amount unlawfully withheld;

16 **69.** Penalties under Labor Code § 226.3 in the amount of two hundred fifty dollars
17 (\$250) per employee per initial violation and one thousand dollars (\$1,000) per employee for
18 each subsequent violation;

19 **70.** Penalties under Labor Code § 558 in the amount of fifty dollars (\$50) for each
20 aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for
21 each aggrieved employee per pay period for each subsequent violation;

22 **71.** Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100)
23 for each aggrieved employee per pay period for the initial violation, and two hundred fifty
24 dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

25 **72.** Any and all additional penalties and sums as provided by the Labor Code and/or
26 other statutes; and

27 **73.** Attorneys' fees and costs pursuant to Labor Code §§ 210, 1194, 2699, and any
28 other applicable statute.

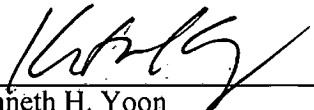
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as counsel for the Class;
4. Upon the First Cause of Action, for all meal period and rest break wages owed, and for costs;
5. Upon the Second Cause of Action, for all minimum wages owed and overtime wages owed, and for costs and attorney's fees;
6. Upon the Third Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for all minimum wages owed and overtime wages owed, and for waiting time wages according to proof pursuant to California Labor Code §203 and for costs and attorneys' fees;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
9. Upon the Sixth Cause of Action, for civil penalties and wages pursuant to statute as set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197.1, and 1198; and
10. On all causes of action for attorneys' fees, interest, and costs as provided by California Labor Code §§ 218.6, 226, 1194, 2699, and Code of Civil Procedure § 1021.5, and for such other and further relief the Court may deem just and proper.

1
2 Dated: September 24, 2020

YOON LAW, APC

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5 Kenneth H. Yoon
6 Stephanie E. Yasuda
7 Brian G. Lee
8 Attorneys for Plaintiff Cheyanne Martinez
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, for herself and the Class and Subclasses, hereby demands a jury trial as
3 provided by California law.

4
5 Dated: September 24, 2020

YOON LAW, APC

6
7 

8 Kenneth H. Yoon
9 Stephanie E. Yasuda
10 Brian G. Lee
11 Attorneys for Plaintiff Cheyanne Martinez
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PROOF OF SERVICE

1 **STATE OF CALIFORNIA**

2 **COUNTY OF LOS ANGELES**

)
) **ss.**
)

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years
4 and not a party to the within action; my business address is One Wilshire Boulevard, Suite 2200, Los
5 Angeles, California 90017.

6 On September 24, 2020, I served the following documents described as:

7 **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

8 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes
9 addressed as shown on the attached mailing list.

10 ☐ (BY FACSIMILE)

11 I am readily familiar with the business practices of this office. The telephone number of the
12 facsimile machine I used was (213) 489-9961. This facsimile machine complies with Rules
13 2003(3) of the California Rules of Court. Upon transmission, no error was reported by the
14 facsimile machine and a printed copy of the machine's transmission record indicating that the
15 transmission was successfully completed is attached to this declaration.

16 ☐ (BY PERSONAL SERVICE)

17 By having copies personally delivered to the designated party(ies).

18 ☐ (BY E-MAIL)

19 The documents were sent as an attachment to an email, with two types of delivery confirmation:
20 Delivery Receipt and Read Receipt. Upon sending, no error was reported and I received a
21 Delivery Receipt, confirming that the message and documents reached the above email address..

22 ☒ (BY MAIL)

23 I am familiar with my employer's mail collection and processing practices; know that mail is
24 collected and deposited with the United States Postal Services on the same day it is deposited in
25 the interoffice mail; and know that postage thereon is fully prepaid.

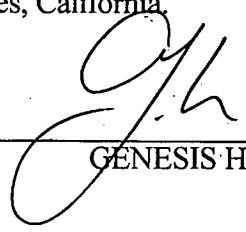
26 ☐ (BY FEDERAL EXPRESS COURIER AND COURTESY EMAIL)

27 I am "readily familiar" with the firm's practice of collection and processing correspondence
28 for Federal Express delivery. Under that practice it would be deposited with the Federal
Express Courier on that same day at Los Angeles, California in the ordinary course of
business.

☒ (State) I declare under penalty of perjury that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member the Bar of this Court at
whose direction the service was made.

Executed on September 24, 2020, at Los Angeles, California.



GENESIS HERNANDEZ

Cheyenne Martinez v. St. Joseph Health Northern California, LLC.
Superior Court of California, County of Humboldt, Case No.: CV2000424

SERVICE LIST

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