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FILED
Superior Court of California
County of Riverside

4/1/2021

V. Lupercio

Electronically Filed

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF RIVERSIDE

11
12 TAYLOR ROBISON, individually, and on
13 behalf of other members of the general
public similarly situated,

14 Plaintiff,

15 vs.

16 COLUMBIA RIVERSIDE, INC., a
17 California corporation; RIVERSIDE
HEALTHCARE SYSTEM, L.P., a
18 California limited partnership; and DOES 1
through 10, inclusive,

19 Defendants.

Case No.: RIC 2002852

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California

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- Labor Code, Pursuant to PAGA, §§ 2698,
et seq.;
- (10) Violation of California Business &
Professions Code §§ 17200, *et seq.*
(Unlawful Business Practices); and
- (11) Violation of California Business &
Professions Code §§ 17200, *et seq.* (Unfair
Business Practices)

Jury Trial Demanded

1 Plaintiff Taylor Robison, individually and on behalf of all other members of the public
2 similarly situated and as an aggrieved employee and on behalf of all other aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court because Defendants employ persons in this
5 county and employed Plaintiff in this county, and thus a substantial portion of the transactions
6 and occurrences related to this action occurred in this county.

7 **THE PARTIES**

8 4. Plaintiff Taylor Robison is a resident of Eastvale, in Riverside County,
9 California. Defendants employed Plaintiff as an hourly paid, non-exempt Marketing
10 Coordinator from approximately October 30, 2019 to April 7, 2020. Plaintiff worked for
11 Defendants at their location in Riverside, California. During her employment, Plaintiff
12 typically worked eight (8) hours or more per day, and five (5) to six (6) days per week.
13 Plaintiff's primary job duties included, without limitation, managing social media accounts,
14 planning events, handling calls, purchasing office supplies, and cleaning the storeroom.

15 5. COLUMBIA RIVERSIDE, INC. was and is, upon information and belief, a
16 California corporation, and at all times hereinafter mentioned, an employer whose employees
17 are engaged throughout this county, the State of California, or the various states of the United
18 States of America.

19 6. RIVERSIDE HEALTHCARE SYSTEM, L.P. was and is, upon information and
20 belief, a California limited partnership, and at all times hereinafter mentioned, an employer
21 whose employees are engaged throughout this county, the State of California, or the various
22 states of the United States of America.

23 7. Plaintiff is unaware of the true names or capacities of the Defendants sued
24 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
25 amend the complaint and serve such fictitiously named Defendants once their names and
26 capacities become known.

27 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
28 were the partners, agents, owners, or managers of COLUMBIA RIVERSIDE, INC. and

1 RIVERSIDE HEALTHCARE SYSTEM, L.P. at all relevant times.

2 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the
3 acts and omissions alleged herein was performed by, or is attributable to, COLUMBIA
4 RIVERSIDE, INC.; RIVERSIDE HEALTHCARE SYSTEM, L.P.; and/or DOES 1 through 10
5 (collectively, “Defendants” or “RIVERSIDE COMMUNITY HOSPITAL”), each acting as the
6 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
7 other co-Defendants and was acting within the course and scope of such agency, employment,
8 joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts
9 of any and all Defendants were in accordance with, and represent, the official policy of
10 Defendants.

11 10. At all relevant times, Defendants, and each of them, ratified each and every act
12 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
13 and abetted the acts and omissions of each and all the other Defendants in proximately causing
14 the damages herein alleged.

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

18 12. Under California law, Defendants are jointly and severally liable as employers
19 for the violations alleged herein because they have each exercised sufficient control over the
20 wages, hours, working conditions, and employment status of Plaintiff and class members.
21 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
22 controlled their work schedule and/or conditions of employment, determined their rate of pay,
23 and maintained their employment records. Defendants suffered or permitted Plaintiff and
24 class members to work and/or “engaged” Plaintiff and class members so as to create a
25 common-law employment relationship. As joint employers of Plaintiff and class members,
26 Defendants are jointly and severally liable for the civil penalties and all other relief available
27 to Plaintiff and class members under the law.

28 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,

Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

- (a) jointly exercised meaningful control over the work performed by Plaintiff and class members;
- (b) jointly exercised meaningful control over Plaintiff's and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members;
- (c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants' businesses; and
- (d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

15. COLUMBIA RIVERSIDE, INC.; RIVERSIDE HEALTHCARE SYSTEM, L.P.; and DOES 1 through 10 are therefore alter egos of each other.

16. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name RIVERSIDE COMMUNITY HOSPITAL.

17. Plaintiff further alleges, upon information and belief, that Defendants COLUMBIA RIVERSIDE, INC. and RIVERSIDE HEALTHCARE SYSTEM, L.P. are alter

egos of each other for the following reasons:

- (a) On the California Secretary of State’s website (<https://businesssearch.sos.ca.gov/>), COLUMBIA RIVERSIDE, INC. and RIVERSIDE HEALTHCARE SYSTEM, L.P. share the same entity address and mailing address, “ONE PARK PLAZA NASHVILLE TN 37203;”
- (b) According to HCA Healthcare, Inc.’s SEC 10-K filing for 2019, COLUMBIA RIVERSIDE, INC. and RIVERSIDE HEALTHCARE SYSTEM, L.P. are California subsidiaries of HCA Healthcare, Inc.;¹
- (c) According to the Secretary of State’s website, RIVERSIDE HEALTHCARE SYSTEM, L.P.’s statement of information form indicates that COLUMBIA RIVERSIDE, INC. is a general partner of RIVERSIDE HEALTHCARE SYSTEM, L.P.;
- (d) On information and belief, COLUMBIA RIVERSIDE, INC. and RIVERSIDE HEALTHCARE SYSTEM, L.P. share the same agent for service of process, “C T CORPORATION SYSTEM;” and
- (e) On information and belief, COLUMBIA RIVERSIDE, INC. and RIVERSIDE HEALTHCARE SYSTEM, L.P. utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

18. Defendants are a leading healthcare provider in Riverside, California. Defendants operate Riverside Community Hospital, a 478 licensed bed, full-service acute care hospital in the Inland Empire. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Nashville, Tennessee, which is responsible for the recruiting and hiring of new employees, and

¹ 10-K Annual Report 2/20/2020, “HCA Healthcare –Financials – SEC Filings,” <https://investor.hcahealthcare.com/financials/sec-filings/default.aspx> (last accessed July 20, 2020).

1 communicating and implementing Defendants' company-wide policies, including timekeeping
2 policies and meal and rest period policies, to employees throughout California.

3 19. In particular, Plaintiff and class members, on information and belief, received
4 the same standardized documents and/or written policies. Upon information and belief, the
5 usage of standardized documents and/or written policies, including new-hire documents,
6 indicate that Defendants dictated policies at the corporate level and implemented them
7 company-wide, regardless of their employees' assigned locations or positions.

8 20. Upon information and belief, Defendants maintain a centralized Payroll
9 department at their company headquarters in Nashville, Tennessee, which processes payroll
10 for all non-exempt, hourly paid employees working for Defendants at their various locations
11 and jobsites in California, including Plaintiff and class members. Based upon information and
12 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
13 employees in California, irrespective of their work locations. Upon information and belief,
14 Defendants process payroll for departing employees in the same manner throughout the State
15 of California, regardless of the manner in which each employee's employment ends.

16 21. Defendants continue to employ non-exempt or hourly paid employees in
17 California.

18 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
20 and advisors knowledgeable about California labor and wage law, employment and personnel
21 practices, and about the requirements of California law.

22 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
23 members were not paid for all hours worked because all hours worked were not recorded.

24 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to receive certain wages for
26 overtime compensation and that they were not receiving certain wages for overtime
27 compensation.

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

1 should have known that Plaintiff and class members were entitled to be paid at a regular rate
2 of pay, and corresponding overtime rate of pay, that included as eligible income all
3 remuneration required by law, including but not limited to, all income derived from shift
4 differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of compensation.

5 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to receive at least minimum
7 wages for compensation and that they were not receiving at least minimum wages for work
8 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
9 and class members were not paid at least minimum wages for work done off-the-clock.

10 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to meal periods in
12 accordance with the Labor Code or payment of one (1) additional hour of pay at their regular
13 rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal
14 periods and that Plaintiff and class members were not provided with all meal periods or
15 payment of one (1) additional hour of pay at their regular rates of pay when they did not
16 receive a timely, uninterrupted, thirty (30) minute meal period.

17 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to rest periods in
19 accordance with the Labor Code and applicable IWC Wage Order or payment of one (1)
20 additional hour of pay at their regular rates of pay when they were not authorized and
21 permitted to take a compliant rest period. In violation of the California Labor Code, Plaintiff
22 and class members were not authorized and permitted to take compliant rest periods, nor did
23 Defendants provide Plaintiff and class members with payment of one (1) additional hour of
24 pay at their regular rates of pay when they were not authorized and permitted to take a
25 compliant rest period.

26 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to receive complete and
28 accurate wage statements in accordance with California law. In violation of the California

1 Labor Code, Plaintiff and class members were not provided complete and accurate wage
2 statements.

3 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that they had a duty to maintain accurate and complete payroll records in
5 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
6 and intentionally failed to do so.

7 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to timely payment of all
9 wages earned upon termination of employment. In violation of the California Labor Code,
10 Plaintiff and class members did not receive payment of all wages due, including, but not
11 limited to, overtime wages, minimum wages, and/or meal and rest period premium wages,
12 within permissible time periods.

13 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to timely payment of wages
15 during their employment. In violation of the California Labor Code, Plaintiff and class
16 members did not receive payment of all wages, including, but not limited to, overtime wages,
17 minimum wages, and/or meal and rest period premium wages, within permissible time
18 periods.

19 33. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, that Defendants knew or should have known that they had a duty to cover the costs
21 and expenses Plaintiff and class members incurred obtaining mandatory physical examinations
22 and/or drug tests, but willfully, knowingly, and intentionally failed to do so.

23 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive full
25 reimbursement for all business-related expenses and costs they incurred during the course and
26 scope of their employment and that they did not receive full reimbursement of applicable
27 business-related expenses and costs incurred.

28 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein

mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff and class members with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but willfully, knowingly, and intentionally failed to do so.

36. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

37. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

38. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

39. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees and one or more of the alleged violations were committed against them.

40. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of

1 the specific provisions of the California Labor Code alleged to have
2 been violated, including the facts and theories to support the alleged
3 violation.

4 (b) An aggrieved employee's notice filed with the LWDA pursuant to
5 2699.3(a) and any employer response to that notice shall be
6 accompanied by a filing fee of seventy-five dollars (\$75).

7 (c) The LWDA shall notify the employer and the aggrieved employee or
8 representative by certified mail that it does not intend to investigate the
9 alleged violation ("LWDA's Notice") within sixty (60) calendar days of
10 the postmark date of the aggrieved employee's notice. Upon receipt of
11 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
12 (65) calendar days of the postmark date of the aggrieved employee's
13 notice, the aggrieved employee may commence a civil action pursuant
14 to California Labor Code section 2699 to recover civil penalties.

15 41. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
16 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
17 provision other than those listed in Section 2699.5 after the following requirements have been
18 met:

19 (a) The aggrieved employee or representative shall give written notice by
20 online filing with the LWDA and by certified mail to the employer of
21 the specific provisions of the California Labor Code alleged to have
22 been violated (other than those listed in Section 2699.5), including the
23 facts and theories to support the alleged violation.

24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(c) and any employer response to that notice shall be
26 accompanied by a filing fee of seventy-five dollars (\$75).

27 (c) The employer may cure the alleged violation within thirty-three (33)
28 calendar days of the postmark date of the notice sent by the aggrieved

1 employee or representative. The employer shall give written notice
2 within that period of time by certified mail to the aggrieved employee or
3 representative and by online filing with the LWDA if the alleged
4 violation is cured, including a description of actions taken, and no civil
5 action pursuant to Section 2699 may commence. If the alleged violation
6 is not cured within the 33-day period, the aggrieved employee may
7 commence a civil action pursuant to Section 2699.

8 42. On August 3, 2020, Plaintiff provided written notice by online filing to the
9 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
10 Code alleged to have been violated, including facts and theories to support the alleged
11 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
12 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
13 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
14 Plaintiff PAGA Case Number LWDA-CM-801126-20. A true and correct copy of Plaintiff's
15 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

16 43. As of the filing date of this complaint, over 65 days have passed since Plaintiff
17 sent the notice described above to the LWDA, and the LWDA has not responded that it
18 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

19 44. Thus, Plaintiff has satisfied the administrative prerequisites under California
20 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
21 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510,
22 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

23 45. Labor Code section 558(a) provides "[a]ny employer or other person acting on
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial Welfare
26 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was
28 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
2 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
3 to any other civil or criminal penalty provided by law.”

4 46. Defendants, at all times relevant to this complaint, were employers or persons
5 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
6 rights by violating various sections of the California Labor Code as set forth above.

7 47. As set forth below, Defendants have violated numerous provisions of both the
8 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
9 Order.

10 48. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
11 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
12 private attorney general, seeks assessment and collection of civil penalties for herself, all other
13 aggrieved employees, and the State of California against Defendants for violations of
14 California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516,
15 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

16 **CLASS ACTION ALLEGATIONS**

17 49. Plaintiff brings this action on her own behalf, as well as on behalf of each and
18 all other persons similarly situated, and thus seeks class certification under California Code of
19 Civil Procedure section 382.

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

22 51. Plaintiff’s proposed class consists of and is defined as follows:

23 All persons who worked for Defendants as non-exempt, hourly
24 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial (“Class”).

25 52. Plaintiff’s proposed subclass consists of and is defined as follows:

26 All persons who worked for Defendants as non-exempt, hourly
27 paid employees in California and who received at least one wage
statement within one (1) year prior to the filing of the initial
28 complaint until the date of trial (“Subclass”).

1 53. Members of the Class and Subclass are referred to herein as “class members.”

2 54. Plaintiff reserves the right to redefine the Class and Subclass and to add
3 additional subclasses as appropriate based on further investigation, discovery, and specific
4 theories of liability.

5 55. There are common questions of law and fact as to class members that
6 predominate over questions affecting only individual members, including, but not limited to:

- 7 (a) Whether Defendants required Plaintiff and class members to work over
8 eight (8) hours per day, over twelve (12) hours per day, or over forty
9 (40) hours per week and failed to pay all legally required overtime
10 compensation to Plaintiff and class members;
- 11 (b) Whether Defendants failed to properly calculate the “regular rate” of pay
12 on which Plaintiff’s and class members’ overtime rate of pay was based;
- 13 (c) Whether Defendants failed to pay Plaintiff and class members at least
14 minimum wages for all hours worked;
- 15 (d) Whether Defendants failed to provide Plaintiff and class members with
16 meal periods;
- 17 (e) Whether Defendants failed to authorize and permit Plaintiff and class
18 members to take rest periods;
- 19 (f) Whether Defendants provided Plaintiff and class members with
20 complete and accurate wage statements as required by California Labor
21 Code section 226(a);
- 22 (g) Whether Defendants maintained accurate payroll records as required by
23 California Labor Code section 1174(d);
- 24 (h) Whether Defendants failed to pay earned overtime wages, minimum
25 wages, and meal and rest period premium wages due to Plaintiff and
26 class members upon their discharge;
- 27 (i) Whether Defendants failed timely to pay overtime wages, minimum
28 wages, and meal and rest period premium wages to Plaintiff and class

members during their employment;

- (j) Whether Defendants failed to pay Plaintiff and class members for the costs of mandatory physical examinations and/or drug testing;
- (k) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (l) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (m) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (n) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

56. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated

herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

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

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

(Against all Defendants)

57. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

1 58. Labor Code section 1198 makes it illegal to employ an employee under
2 conditions of labor that are prohibited by the applicable wage order. California Labor Code
3 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
4 be the . . . standard conditions of labor for employees. The employment of any employee . . .
5 under conditions of labor prohibited by the order is unlawful.”

6 59. California Labor Code section 1198 and the applicable IWC Wage Order
7 provide that it is unlawful to employ persons without compensating them at a rate of pay
8 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
9 number of hours worked by the person on a daily or weekly basis.

10 60. Specifically, the applicable IWC Wage Order provides that Defendants are and
11 were required to pay Plaintiff and class members working more than eight (8) hours in a day
12 or more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all
13 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
14 workweek.

15 61. The applicable IWC Wage Order further provides that Defendants are and were
16 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
17 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
18 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
19 employee, including shift differential pay, nondiscretionary bonuses and incentive pay.

20 62. California Labor Code section 510 codifies the right to overtime compensation
21 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
22 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
23 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
24 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
25 in a day on the seventh (7th) day of work.

26 63. During the relevant time period, Defendants willfully failed to pay all overtime
27 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
28 class members were not paid overtime premiums for all of the hours they worked in excess of

1 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
2 hours in a week, because all hours worked were not recorded.

3 64. First, during the relevant time period, Defendants had a company-wide policy
4 and/or practice of strictly limiting the amount of overtime employees could accrue. On
5 information and belief, this limitation on overtime accrual was based on a company-wide
6 policy of staffing their locations strictly based on the labor hours or labor budget set by
7 corporate. This policy of limiting overtime, coupled with Defendants' understaffing policy, as
8 well as the assignment of heavy workloads and deadlines for company events (*see infra*), led
9 Plaintiff and class members to work off-the-clock before and after their scheduled shift times
10 in order to complete their assigned tasks.

11 65. As a result of this restriction on overtime accrual, Defendants forced Plaintiff
12 and class members to perform work off-the-clock outside of their scheduled shifts, including
13 on their off-days, such as responding to vendors and sponsors, completing assignments, and
14 traveling to events. Defendants discouraged and impeded Plaintiff and class members from
15 recording hours worked that were outside of their scheduled shifts, upon threat of discipline
16 for incurring unapproved overtime hours. Thus, Plaintiff and class members were required to
17 work off-the-clock performing tasks before and after their scheduled shifts, but were
18 prevented from accounting for and recording this time in the Kronos electronic timekeeping
19 system.

20 66. For example, Plaintiff would arrive 15-30 minutes early to review and respond
21 emails before her scheduled shift start-time, or her supervisor would ask her to stop by an
22 office supply store on her way to work, but Plaintiff was not permitted to clock in until her
23 scheduled shift start-time. Plaintiff was also required to clock out at her designated shift end-
24 time, even when she had additional assignments to complete for the day. For example, she
25 worked 30-60 minutes approximately 3-4 times per week after clocking out, responding to
26 calls and emails from event vendors and sponsors, running work-related errands for her
27 supervisor, and completing time-sensitive projects for upcoming events. Plaintiff spent an
28 additional 1-2 hours per week responding to work-related calls and texts from her supervisor

1 on her personal cellular phone while off-the-clock, sometimes on her off-days. Finally,
2 Defendants required Plaintiff and class members to work at off-site events, but did not
3 compensate them for their time spent traveling to these events. Separately, Plaintiff was also
4 required to spend approximately one (1) hour completing onboarding trainings prior to her
5 first day of orientation. Thus, Defendants failed to track all of this time spent working before
6 clocking in or after clocking out, and Plaintiff and class members received no compensation
7 for this time.

8 67. Second, during the relevant time period, Defendants had, and continue to have,
9 a company-wide policy and/or practice of understaffing their locations while assigning heavy
10 workloads and failing to schedule meal periods, resulting in a failure to provide Plaintiff and
11 class members with adequate meal period coverage. Plaintiff and class members worked
12 through meal periods or had their meal periods cut short or interrupted because there were not
13 enough employees on duty to handle the workload. Additionally, Plaintiff and class members
14 would be required to respond to text messages and/or calls on their personal cellular phones
15 from supervisors and management during unpaid meal periods. Furthermore, Plaintiff would
16 frequently be interrupted in-person by her supervisor to discuss work-related tasks. As a
17 result, Plaintiff and class members were not afforded timely, uninterrupted thirty (30) minute
18 meal periods during shifts in which they were entitled to receive meal periods. Defendants
19 knew or should have known that Plaintiff and class members were being made to work during
20 unpaid meal periods, including communicating with their supervisors in order to meet
21 Defendants' expectations, but failed to compensate them for this off-the-clock work.

22 68. Third, Defendants' company-wide Kronos timekeeping system locked out
23 Plaintiff and class members once they clocked out for a meal period and would not permit
24 them to clock back in from a meal before 30 minutes elapsed, preventing Plaintiff and class
25 members from recording all hours worked when their meal periods were shortened or
26 interrupted. Additionally, on information and belief, because Defendants frowned upon
27 employees accruing meal period penalties, Defendants pressured Plaintiff and class members
28 to clock out for meal periods and/or adjusted employee time records to reflect compliant meal

1 periods, regardless of whether they had received a compliant meal period or not, in order to
2 strictly limit meal penalties that Defendants would otherwise owe. For example,
3 approximately 3-4 times per month, Plaintiff was instructed to clock out and continue working
4 through her meal periods to complete assignments or time-sensitive matters. Thus, Plaintiff
5 and class members performed work during meal periods for which they were not paid.

6 69. Defendants knew or should have known that as a result of these company-wide
7 practices and/or policies, Plaintiff and class members were performing their assigned duties
8 during meal periods and off-the-clock before and after their shifts, and were suffered or
9 permitted to perform work for which they were not paid. Because Plaintiff and class members
10 worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this
11 off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class
12 members were not paid overtime wages for all of the overtime hours they actually worked.

13 70. Furthermore, Defendants did not pay Plaintiff and class members the correct
14 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
15 wage, Defendants paid Plaintiff and class members shift differential pay, incentive pay,
16 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
17 California Labor Code, Defendants failed to incorporate all compensation, including but not
18 limited to, all shift differential pay, incentive pay, nondiscretionary bonuses, and/or other
19 forms of remuneration, into the calculation of the regular rate of pay for purposes of
20 calculating the overtime wage rate. Therefore, during times when Plaintiff and class members
21 worked overtime and received these other forms of pay, Defendants failed to pay all overtime
22 wages by paying a lower overtime rate than required.

23 71. Defendants' failure to pay Plaintiff and class members the balance of overtime
24 compensation as required by California law, violates the provisions of California Labor Code
25 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
26 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,
27 and attorneys' fees.

28 //

SECOND CAUSE OF ACTION
Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid
Minimum Wages
(Against all Defendants)

72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

73. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5 as “the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

74. As stated, due to Defendants’ restrictions on overtime accrual and company-wide policies and/or practices of understaffing while assigning heavy workloads, Plaintiff and class members performed work off-the-clock before and after their scheduled shifts, including responding to vendor and sponsor inquiries, picking up supplies for the office and events, and traveling to off-site events. Additionally, as set forth above, due to Defendants’ company-wide policies and/or practices of understaffing, assigning heavy workloads, failing to schedule meal periods, and resultant lack of meal period coverage, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. In addition, Defendants systematically failed to pay Plaintiff and class members for actual hours worked during unpaid meal periods because these hours were not always correctly recorded. As set forth above, Defendants’ timekeeping system did not permit Plaintiff and class members to clock back in early when their meal periods were interrupted and Defendants required Plaintiff and class members to clock out for meal periods, upon threat of discipline, even though Plaintiff and class members performed additional duties and were subject to Defendants’ control during this time.

1 75. Furthermore, Defendants maintained and implemented a company-wide policy
2 of requiring all employees to travel to a medical facility on their own time and using their own
3 personal vehicles to undergo mandatory drug testing, tuberculin (TB) testing, and/or physical
4 examinations. At all times, Defendants were in control of scheduling the time period for the
5 testing and/or physical examinations, selecting the provider or facility where the testing and/or
6 physical examinations were to take place, and determining the scope of the testing and/or
7 physical examinations. For example, Defendants gave Plaintiff strict instructions to obtain
8 drug testing and/or TB testing, and Plaintiff underwent the testing for the sole benefit of
9 Defendants. Plaintiff followed Defendants' instructions, traveled 30 miles roundtrip (for
10 approximately 50 minutes total) to and from Defendants' medical facility in Riverside,
11 California, and spent an additional two (2) hours waiting at the medical facility and
12 undergoing the requisite testing. However, Defendants did not compensate Plaintiff and class
13 members for the time they spent traveling to and from the medical facilities; undergoing the
14 mandatory drug testing, TB testing, and/or physical examinations; and/or obtaining their TB
15 test results.

16 76. Defendants did not pay minimum wages for off-the-clock hours that Plaintiff
17 and class members worked through that qualified for overtime premium payment. To the
18 extent that these off-the-clock hours did not qualify for overtime premium payment,
19 Defendants did not pay at least minimum wages for those hours worked off-the-clock in
20 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

21 77. Defendants' failure to pay Plaintiff and class members minimum wages violates
22 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
23 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover
24 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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1 **THIRD CAUSE OF ACTION**

2 **Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period**

3 **Violations**

4 **(Against all Defendants)**

5 78. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 79. At all relevant times herein set forth, California Labor Code section 512(a)
8 provides that an employer may not require, cause, or permit an employee to work for a period
9 of more than five (5) hours per day without providing the employee with a meal period of not
10 less than thirty (30) minutes, except that if the total work period per day of the employee is
11 not more than six (6) hours, the meal period may be waived by mutual consent of both the
12 employer and the employee. Under California law, first meal periods must start after no more
13 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal.
14 2012).

15 80. At all relevant times herein set forth, California Labor Code sections 226.7,
16 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
17 meal period mandated by an applicable order of the IWC.

18 81. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
19 the applicable IWC Wage Order also require employers to provide a second meal period of
20 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
21 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
22 hours worked is no more than twelve (12) hours, the second meal period may be waived by
23 mutual consent of the employer and the employee only if the first meal period was not waived.
24 The applicable IWC Wage Order further provides that employees in the health care industry
25 who work shifts in excess of eight (8) hours in a workday may waive one of their two meal
26 periods, if the waiver is signed by both the employee and employer. Cal. Code. Regs. tit. 8, §
27 11050(11)(D).

28 82. During the relevant time period, as stated, Defendants had, and continue to

1 have, a company-wide policy and/or practice of understaffing while assigning heavy
2 workloads and deadlines. As a result, Plaintiff and class members would be forced to work in
3 excess of five (5) hours before taking a meal period, have their meal periods interrupted,
4 and/or had to forgo their meal periods altogether. For example, during her employment,
5 Plaintiff's supervisor frequently interrupted her meal periods to discuss work-related matters.
6 Further, as stated, Defendants had a company-wide practice of failing to schedule meal
7 periods, which further caused Plaintiff and class members to not be relieved of their duties for
8 compliant meal periods. For example, Plaintiff would take her meal periods after 5.5 hours,
9 instead of before the end of the fifth hour of work, as required by California law.

10 83. In addition, as stated, Defendants' company-wide Kronos timekeeping system
11 locked Plaintiff and class members out once they clocked out for a meal period and would not
12 permit them to clock back in from a meal before 30 minutes elapsed, preventing Plaintiff and
13 class members from recording shortened or interrupted meal periods. Furthermore, on
14 information and belief, because Defendants frowned upon employees accruing meal period
15 penalties, Defendants' management would adjust Plaintiff's and class members' time records
16 and/or pressured employees to clock out for meal periods to reflect compliant meal periods,
17 regardless of whether they had received a compliant meal period or not, in order to strictly
18 limit meal penalties that would need to be paid by Defendants. As an example, Plaintiff
19 missed her meal periods entirely approximately 3-4 times per month due to her heavy
20 workload, but she was advised by her supervisor to clock out and keep working.

21 84. Defendants also did not schedule second meal periods and had no policy for
22 permitting Plaintiff and class members to take second 30-minute meal periods on days that
23 they worked in excess of ten (10) hours in one day. For example, Plaintiff would work in
24 excess of ten (10) hours per day during company events, and was not provided her second
25 meal period during these shifts. Defendants did not present Plaintiff and class members with
26 the opportunity to voluntarily choose whether to waive their second 30-minute meal period on
27 any given day. Instead, Defendants had a company-wide policy of requiring all newly hired
28 employees to sign blanket meal period waivers at or near their time of hire. For example,

1 Plaintiff signed Defendants' blanket "Meal Period Waiver" near the time she was hired on
2 November 5, 2019.

3 85. Because Defendants took the position that non-exempt, hourly paid employees
4 had waived their rights to one of their two meal periods for the entirety of their employment,
5 Defendants did not provide them with all meal periods to which they were entitled.
6 Specifically, Defendants' "Meal Period Waiver" form provides, in relevant part,

7 By signing below, I _____, voluntarily agree to (please check all that apply):

8 . . .

9 ☐ Waive one of my two meal periods for each day in which I work more than
10 10 hours.

11 I agree that this Meal Period Waiver shall remain in effect until I exercise, or the
12 Hospital exercises, the option to revoke it. I understand that I or the Hospital
may revoke this Waiver at any time by providing at least one day's notice to the
other.

13 86. Defendants' company-wide use of blanket meal period waivers signed at or
14 near the time of hire and imposition on employees to revoke the meal period waiver in writing
15 discouraged and prevented Plaintiff and/or class members from taking all meal periods to
16 which they were entitled. And, Defendants' presumption that second meal periods would not
17 be provided for shifts in excess of ten (10) hours due to blanket second meal period waivers
18 discouraged Plaintiff and class members from taking second meal periods.

19 87. Further, the applicable IWC Wage Order provides that meal waivers for
20 healthcare industry employees must be signed by both the employee and employer in order to
21 be valid, and the blanket meal period waivers were signed by only Plaintiff and class
22 members, and not by Defendants.

23 88. At all times herein mentioned, Defendants knew or should have known that, as
24 a result of these policies, Plaintiff and class members were prevented from being relieved of
25 all duties and required to perform some of their assigned duties during meal periods.
26 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
27 members meal period premium wages when meal periods were late, interrupted, shortened, or
28 missed, because Defendants adjusted employee time records to reflect compliant meal periods,

1 even if none were taken.

2 89. Moreover, Defendants engaged in a company-wide practice and/or policy of
3 not paying all meal period premiums owed when compliant meal periods are not provided.
4 Because of Defendants' practices and/or policies, Plaintiff and class members have not
5 received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the
6 extent that Defendants did pay Plaintiff and class members premium pay for missed, late, and
7 interrupted meal periods, Defendants did not pay Plaintiff and class members at the correct
8 rate of pay for premium wages because Defendants systematically failed to include all forms
9 of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses,
10 and/or other forms of remuneration, in the regular rate of pay. As a result, Defendants failed
11 to provide Plaintiff and class members compliant meal periods in violation of California Labor
12 Code sections 226.7, 512, and 516 and failed to pay the full meal period premiums due.

13 90. Defendants' conduct violates the applicable IWC Wage Order, and California
14 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
15 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
16 rate of compensation for each work day that the meal period was not provided.

17 **FOURTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 19 **(Against all Defendants)**

20 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 92. At all relevant times herein set forth, the applicable IWC Wage Order and
23 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and class
24 members' employment by Defendants.

25 93. At all relevant times, the applicable IWC Wage Order provides that "[e]very
26 employer shall authorize and permit all employees to take rest periods, which insofar as
27 practicable shall be in the middle of each work period" and that the "rest period time shall be
28 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)

hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

94. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties — including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

95. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants’ policies and/or practice of understaffing and assigning heavy workloads prevented Plaintiff and class members from being relieved of all duty in order to take compliant rest periods. Defendants also failed to schedule rest periods, which, coupled with Defendants’ failure to provide adequate rest period coverage, further led to Plaintiff and class members not being authorized and permitted to take rest periods.

96. Furthermore, upon information and belief, during the relevant time period, Defendants maintained and implemented a company-wide on-premises rest period policy, which mandated that Plaintiff and/or class members remain on the work premises during their rest periods. Upon information and belief, Defendants’ company-wide on-premises rest period policy prevented Plaintiff and/or class members from being relieved of all duties for rest periods and caused them to perform work during rest periods.

97. As a result of Defendants’ practices and policies, Plaintiff and class members

1 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
2 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
3 throughout her employment, Plaintiff would miss her rest periods at least once per week due
4 to a lack of coverage, and when she was able to take a rest period, they were often interrupted
5 or cut short by her supervisor to discuss work-related issues.

6 98. Defendants have also engaged in a systematic, company-wide practice and/or
7 policy of not paying rest period premiums owed when rest periods are not authorized and
8 permitted. Alternatively, to the extent that Defendants did pay Plaintiff and class members
9 one (1) additional hour of premium pay for missed rest periods, Defendants did not pay
10 Plaintiff and class members at the correct rate of pay for premium wages because Defendants
11 failed to include all forms of compensation, such as shift, differential pay, incentive pay,
12 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a
13 result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest
14 period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC
15 Wage Order.

16 99. Defendants' conduct violates the applicable IWC Wage Order and California
17 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
18 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
19 compensation for each work day that a compliant rest period was not authorized and
20 permitted.

21 **FIFTH CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 23 **Statements and Failure to Maintain Accurate Payroll Records** 24 **(Against all Defendants)**

25 100. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 101. At all relevant times herein set forth, California Labor Code section 226(a)
28 provides that every employer shall furnish each of his or her employees an accurate and

1 complete itemized wage statement in writing, including, but not limited to, the name and
2 address of the legal entity that is the employer, the inclusive dates of the pay period, total
3 hours worked, and all applicable rates of pay.

4 102. At all relevant times, Defendants have knowingly and intentionally provided
5 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
6 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
7 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
8 applicable hourly rates in effect during the pay period, including overtime rates of pay, and
9 the corresponding number of hours worked at each hourly rate. Specifically, Defendants
10 violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

11 103. First, because Defendants did not accurately record the time Plaintiff and
12 Subclass members spent working off the clock and deducted time from Plaintiff's and
13 Subclass members' records for meal periods that were interrupted and/or missed (and
14 therefore time for which they should have been paid), Defendants did not list the correct
15 amount of gross wages and net wages earned by Plaintiff and Subclass members in
16 compliance with section 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
17 accurately list the total number of hours worked by Plaintiff and Subclass members in
18 violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect
19 during the pay period and corresponding accurate number of work hours worked at each
20 hourly rate in violation of section 226(a)(9).

21 104. Second, because Defendants did not calculate Plaintiff's and Subclass
22 members' regular rate of pay correctly for purposes of paying overtime, Defendants did not
23 list the correct amount of gross wages earned by Plaintiff and Subclass members in
24 compliance with section 226(a)(1). For the same reason, Defendants failed to list the correct
25 amount of net wages earned by Plaintiff and Subclass members in violation of section
26 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in effect during
27 the pay period, namely, correct overtime rates of pay and correct rates of pay for premium
28 wages, in violation of section 226(a)(9).

105. The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which class members were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

106. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Plaintiff and Subclass members, in violation of section 1198. As stated, Defendants engaged in a company-wide practice and/or policy of falsifying Plaintiff’s and Subclass members’ time records by deducting meal periods or recording that compliant meal periods were taken, regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal period start and stop times for Plaintiff and Subclass members in violation of section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiff and Subclass members with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

107. California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the

1 plants or establishments at which employees are employed, payroll records showing the hours
2 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
3 applicable piece rate paid to, employees employed at the respective plants or
4 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
5 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
6 members showing the daily hours they worked and the wages paid thereto as a result of failing
7 to record the off-the-clock hours that they worked.

8 108. Plaintiff and Subclass members are entitled to recover from Defendants the
9 greater of their actual damages caused by Defendants’ failure to comply with California Labor
10 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
11 employee.

12 **SIXTH CAUSE OF ACTION**

13 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 14 **Termination** 15 **(Against all Defendants)**

16 109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 110. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
19 that if an employer discharges an employee, the wages earned and unpaid at the time of
20 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
21 her employment, his or her wages shall become due and payable not later than seventy-two
22 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
23 his or her intention to quit, in which case the employee is entitled to his or her wages at the
24 time of quitting.

25 111. On information and belief, Defendants had a company-wide practice or policy
26 of paying departing employees their final wages on the next regular pay cycle, instead of
27 adhering to the time requirements set forth in Labor Code sections 201 and 202. For example,
28 Plaintiff was terminated on or about April 7, 2020. However, Defendants did not make

1 Plaintiff's final paycheck available for pickup until one (1) to two (2) business days after her
2 termination. Thus, Defendants failed to pay Plaintiff her final wages immediately, in violation
3 of Labor Code section 201.

4 112. Additionally, Defendants willfully failed to pay Plaintiff and class members
5 who are no longer employed by Defendants the earned and unpaid wages set forth above,
6 including but not limited to, overtime wages, minimum wages, and/or meal and rest period
7 premium wages, either at the time of discharge, or within seventy-two (72) hours of their
8 leaving Defendants' employ.

9 113. Defendants' failure to pay Plaintiff and class members who are no longer
10 employed by Defendants their wages earned and unpaid at the time of discharge, or within
11 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
12 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
13 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
14 thirty (30) day maximum pursuant to California Labor Code section 203.

15 SEVENTH CAUSE OF ACTION

16 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 17 **Employment** 18 **(Against all Defendants)**

19 114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 115. This cause of action is dependent upon, and wholly derivative of, the overtime
22 wages, minimum wages, and/or meal and rest period premium wages, that were not timely
23 paid to Plaintiff and those class members.

24 116. At all times relevant herein set forth, Labor Code section 204 provides that all
25 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
26 days, inclusive, of any calendar month, other than those wages due upon termination of an
27 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
28 the month during which the labor was performed.

117. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

118. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

119. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within the time periods specified by California Labor Code section 204.

120. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

121. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

122. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144

(2014). The applicable wage order, IWC Wage Order 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

123. First, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and class members to utilize their own personal cellular phones and cellular data to carry out their job duties, but Defendants failed to reimburse them for the costs of their work-related cellular phone expenses. Plaintiff and class members were required to use their personal cellular phones to complete their work-related tasks, such as discussing requests from management and work assignments. Plaintiff would spend approximately one 1-2 hours per week texting or speaking with her supervisor about work-related matters. For example, her supervisor would ask for her assistance with expense reports and accessing social media accounts. Although Defendants required Plaintiff and class members to utilize their personal cellular phones to carry out their work-related responsibilities, Defendants failed to fully reimburse them for this cost.

124. Second, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and class members to travel in their own personal vehicles to obtain mandatory drug testing, tuberculin (TB) testing, and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. Defendants maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time and using their own personal vehicles to undergo mandatory drug testing, TB testing, and/or physical examinations. At all times, Defendants were in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. Defendants gave Plaintiff and class members strict instructions to obtain drug testing, TB testing, and physical examinations, and

1 Plaintiff and class members underwent the testing and physical examinations for the sole
2 benefit of Defendants.

3 125. For example, as described above, Plaintiff followed Defendants' instructions,
4 traveled approximately 30 miles roundtrip in her personal vehicle to Defendants' designated
5 medical facility in Riverside, California, and underwent Defendants' drug testing and TB
6 testing, but was not reimbursed for her mileage to and from the medical facility. Although
7 Defendants required Plaintiff and class members to undergo drug testing, TB testing, and/or
8 physical examinations, Defendants failed to reimburse them for their travel expenses.

9 126. Defendants could have provided Plaintiff and class members with the actual
10 tools for use on the job, such as company phones or company vehicles, or Defendants could
11 have fully reimbursed employees for the costs of their cellular phones, travel expenses, and
12 mileage. Instead, Defendants passed these operating costs off onto Plaintiff and class
13 members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum
14 wage.

15 127. Defendants' company-wide policy and/or practice of passing on their operating
16 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants
17 have intentionally and willfully failed to reimburse Plaintiff and other class members for
18 necessary business-related expenses and costs.

19 128. Plaintiff and class members are entitled to recover from Defendants their
20 business-related expenses incurred during the course and scope of their employment, plus
21 interest.

22 **NINTH CAUSE OF ACTION**

23 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

24 **(Against all Defendants)**

25 129. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 130. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
28 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code

1 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5,
2 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code
3 section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties
4 for violations of those Labor Code sections not found in section 2699.5, including sections
5 516 1182.12, and 2810.5.

6 131. Defendants' conduct, as alleged herein, violates numerous sections of the
7 California Labor Code, including, but not limited to, the following:

- 8 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
9 wage order for Defendants' failure to compensate Plaintiff and other
10 aggrieved employees with all required overtime pay and failure to
11 properly calculate the overtime rates paid to Plaintiff and other
12 aggrieved employees, as alleged herein;
- 13 (b) Violation of Labor Code sections 1182.12. 1194, 1197, 1197.1, 1198,
14 and the applicable IWC wage order for Defendants' failure to
15 compensate Plaintiff and other aggrieved employees with at least
16 minimum wages for all hours worked, as alleged herein;
- 17 (c) Violation of Labor Code sections 226.7, 512, 516, 1198, and the
18 applicable IWC wage order for Defendants' failure to provide Plaintiff
19 and other aggrieved employees with meal periods, as alleged herein;
- 20 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
21 IWC wage order for Defendants' failure to authorize and permit
22 Plaintiff and other aggrieved employees to take rest periods, as alleged
23 herein;
- 24 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
25 wage order for failure to provide accurate and complete wage statements
26 to Plaintiff and other aggrieved employees, as alleged herein;
- 27 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable
28 IWC wage order for failure to maintain payroll records as alleged

herein;

- (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination, as alleged herein;
- (h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;
- (i) Violation of Labor Code section 222.5 for failure to compensate Plaintiff and other aggrieved employees for mandatory physical examinations and/or drug testing as set forth below;
- (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and
- (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other aggrieved employees' employment with Defendants, as set forth below.

132. At all relevant times herein, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any medical or physical examination taken.

133. At all times relevant herein, Defendants implemented, on a company-wide basis, an employer-imposed requirement that Plaintiff and other aggrieved employees undergo a mandatory physical examination and/or drug test, but required them to do so at their own expense. As stated, Defendants had a company-wide policy requiring that all employees, including Plaintiff and other aggrieved employees, travel to a specified medical facility using their own personal vehicles to undergo drug testing, TB testing, and/or physical examinations. At all times, Defendants were in control of scheduling the date and time for the examination and/or testing, selecting the provider/facility where the examination and/or testing was to take place, and determining the scope of the examination and/or testing.

134. During the relevant time period, Plaintiff was instructed by Defendants to travel to Defendants' medical facility in Riverside, California, and obtain a drug test and TB test.

1 Plaintiff followed Defendants' instructions, traveled to the facility Defendants selected, and
2 underwent the testing. Plaintiff drove approximately 30 miles roundtrip (for approximately 50
3 minutes total) to and from a medical facility selected by Defendants using her own vehicle,
4 and spent two (2) hours waiting at the medical facility and undergoing the requisite testing.

5 135. However, Defendants did not compensate Plaintiff and other aggrieved
6 employees for the time they spent traveling to and from the medical facilities; for the time
7 they spent undergoing the drug testing, TB testing, and/or physical examinations; or reimburse
8 them for the travel expenses they incurred getting to and from the medical facilities.

9 Defendants' policy and/or practice of not paying for all costs Plaintiff and other aggrieved
10 employees incurred obtaining mandatory drug tests and/or physical examinations violates
11 California Labor Code section 222.5. Plaintiff and other aggrieved employees are therefore
12 entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

13 136. California's Wage Theft Prevention Act was enacted to ensure that employers
14 provide employees with basic information material to their employment relationship at the
15 time of hiring, and to ensure that employees are given written and timely notice of any
16 changes to basic information material to their employment. Codified at California Labor
17 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
18 employer must provide written notice to employees containing basic and material payroll
19 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
20 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
21 overtime, the regular payday designated by the employer, and any allowances claims as part
22 of the minimum wage, including meal or lodging allowances. Labor Code section
23 2810.5(a)(1)(A)-(C).

24 137. During the relevant time period, Defendants failed to provide Plaintiff and
25 other aggrieved employees with written notice that lists all the requisite information set forth
26 in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other
27 aggrieved employees with written notice of basic information regarding their employment
28 with Defendants is in violation of Labor Code section 2810.5. Plaintiff and other aggrieved

employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* – Unlawful Business Practices (Against all Defendants)

138. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

139. Defendants are “persons” as defined by California Business & Professions Code sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

140. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

141. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

142. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants’ policies and practices have violated state law in at least the following respects:

- (a) Requiring non-exempt, hourly paid employees, including Plaintiff and class members, to work overtime without paying them proper compensation in violation of California Labor Code sections 510 and 1198 and the applicable IWC Order, and paying Plaintiff and class members overtime at a lower rate than required by law by failing to properly calculate the regular rate of pay for purposes of overtime, as

1 alleged herein;

- 2 (b) Failing to pay at least minimum wage to Plaintiff and class members in
3 violation of California Labor Code sections 1182.12, 1194, 1197,
4 1197.1, and 1198 and the applicable IWC Order, as alleged herein;
- 5 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
6 members in violation of California Labor Code sections 226.7, 512(a),
7 516, 1198, and the applicable IWC Order, as alleged herein;
- 8 (d) Failing to authorize and permit Plaintiff and class members to take
9 uninterrupted rest periods in violation of California Labor Code sections
10 226.7, 516, 1198, and the applicable IWC Order, as alleged herein;
- 11 (e) Failing to provide Plaintiff and class members with accurate wage
12 statements and failing to maintain accurate payroll records in violation
13 of California Labor Code sections 226(a), 1174(d), 1198, and the
14 applicable IWC Order, as alleged herein;
- 15 (f) Failing timely to pay all earned wages to Plaintiff and class members in
16 violation of California Labor Code section 204 and the applicable IWC
17 Order, as alleged herein;
- 18 (g) Failing to pay Plaintiff and class members the costs of mandatory
19 physical examinations and/or drug testing in violation of California
20 Labor Code section 222.5, as set forth below;
- 21 (h) Failing to reimburse Plaintiff and class members for all business
22 expenses necessarily incurred in violation of California Labor Code
23 sections 2802, as alleged herein; and
- 24 (i) Failing to provide written notice of information material to Plaintiff's
25 and class members' employment with Defendants in violation of Labor
26 Code section 2810.5(a)(1)(A)-(C), as set forth below.

27 143. At all relevant times herein, California Labor Code section 222.5 requires
28 employers to pay for the costs an employee incurs for obtaining any medical or physical

1 examination taken.

2 144. At all times relevant herein, Defendants implemented, on a company-wide
3 basis, an employer-imposed requirement that Plaintiff and class members undergo a
4 mandatory physical examination and/or drug test, but required them to do so at their own
5 expense. As stated, Defendants had a company-wide policy requiring that all employees,
6 including Plaintiff and class members, travel to a specified medical facility using their own
7 personal vehicles to undergo drug testing, TB testing, and/or physical examinations. At all
8 times, Defendants were in control of scheduling the date and time for the examination and/or
9 testing, selecting the provider/facility where the examination and/or testing was to take place,
10 and determining the scope of the examination and/or testing.

11 145. During the relevant time period, Plaintiff was instructed by Defendants to travel
12 to Defendants' medical facility in Riverside, California, and obtain a drug test and TB test.
13 Plaintiff followed Defendants' instructions, traveled to the facility Defendants selected, and
14 underwent the testing. Plaintiff drove approximately 30 miles roundtrip (for approximately 50
15 minutes total) to and from a medical facility selected by Defendants using her own vehicle,
16 and spent two (2) hours waiting at the medical facility and undergoing the requisite testing.

17 146. However, Defendants did not compensate Plaintiff and class members for the
18 time they spent traveling to and from the medical facilities; for the time they spent undergoing
19 the drug testing, TB testing, and/or physical examinations; or reimburse them for the travel
20 expenses they incurred getting to and from the medical facilities. Defendants' policy and/or
21 not paying for all costs Plaintiff and class members incurred obtaining mandatory physical
22 examinations and/or drug testing is in violation of California Labor Code section 222.5.

23 147. At all relevant times herein, California's Wage Theft Prevention Act was
24 enacted to ensure that employers provide employees with basic information material to their
25 employment relationship at the time of hiring, and to ensure that employees are given written
26 and timely notice of any changes to basic information material to their employment. Codified
27 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
28 time of hiring, an employer must provide written notice to employees containing basic and

1 material payroll information, including, among other things, the rate(s) of pay and basis
2 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
3 including any rates for overtime, the regular payday designated by the employer, and any
4 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
5 Code § 2810.5(a)(1)(A)-(C).

6 148. At all relevant times, on information and belief, Defendants failed, on a
7 company-wide basis, to provide written notice to Plaintiff and class members that lists the
8 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
9 to provide Plaintiff and class members with written notice of basic information regarding their
10 employment with Defendants is in violation of Labor Code section 2810.5.

11 149. As a result of the violations of California law herein described, Defendants
12 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
13 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
14 herein.

15 150. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
16 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
17 Defendants during a period that commences four years prior to the filing of this complaint; a
18 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
19 class members; and an award of attorneys' fees pursuant to California Code of Civil
20 Procedure section 1021.5 and other applicable laws; and an award of costs.

21 **ELEVENTH CAUSE OF ACTION**

22 **Violation of California Business & Professions Code §§ 17200, et seq. –**

23 **Unfair Business Practices**

24 **(Against all Defendants)**

25 151. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 152. Defendants are "persons" as defined by California Business & Professions
28 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,

1 and/or associations.

2 153. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
4 injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff
5 seeks to enforce important rights affecting the public interest within the meaning of Code of
6 Civil Procedure section 1021.5.

7 154. Defendants' activities, namely Defendants' company-wide practice and/or
8 policy of not paying Plaintiff and class members all meal and rest period premium wages due
9 to them under Labor Code section 226.7, deprived Plaintiff and class members of the
10 compensation guarantee and enhanced enforcement implemented by section 226.7. The
11 statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to
12 compensate employees, and secondarily to shape employer conduct. *Safeway, Inc. v. Superior*
13 *Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were
14 guaranteed to Plaintiff and class members as part of their employment with Defendants, and
15 thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
16 unfair business practice in violation of California Business & Professions Code sections
17 17200, *et seq.* (*Id.*)

18 155. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on any unfair business practice. In the instant case, Defendants' policies
20 and practices have violated the spirit of California's meal and rest period laws and constitute
21 acts against the public policy behind these laws.

22 156. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
23 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
24 benefits implemented by section 226.7 withheld and retained by Defendants during a period
25 that commences four years prior to the filing of this complaint; a permanent injunction
26 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
27 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
28 Procedure section 1021.5 and other applicable laws; and an award of costs.

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REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

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

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

Class Certification

- 2. That this case be certified as a class action;
- 3. That Plaintiff be appointed as the representative of the Class and Subclass;
- 4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys’ fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198 and applicable IWC Wage Order(s) by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(b);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198 and applicable IWC Wage Orders by willfully

1 failing to authorize and permit Plaintiff and class members to take all rest periods;

2 24. That the Court make an award to the Plaintiff and class members of one (1) hour
3 of pay at each employee's regular rate of pay for each workday that a rest period was not
4 authorized and permitted;

5 25. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 26. For premiums pursuant to California Labor Code section 226.7(b);

8 27. For pre-judgment interest on any unpaid rest period premiums from the date
9 such amounts were due, or as otherwise provided by law;

10 28. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 29. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Fifth Cause of Action**

15 30. That the Court declare, adjudge and decree that Defendants violated the
16 recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage
17 Orders as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized
18 wage statements thereto;

19 31. For all actual, consequential, and incidental losses and damages, according to
20 proof;

21 32. For injunctive relief pursuant to California Labor Code section 226(h);

22 33. For statutory penalties pursuant to California Labor Code section 226(e);

23 34. For attorneys' fees and costs pursuant to California Labor Code section
24 226(e)(1); and

25 35. For such other and further relief as the Court may deem equitable and
26 appropriate.

27 **As to the Sixth Cause of Action**

28 36. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
2 and/or meal and rest period premiums owed at the time of termination of the employment of
3 Plaintiff and other terminated class members;

4 37. For all actual, consequential and incidental losses and damages, according to
5 proof;

6 38. For waiting time penalties according to proof pursuant to California Labor
7 Code section 203 for all employees who have left Defendants' employ;

8 39. For pre-judgment interest on any unpaid wages from the date such amounts
9 were due, or as otherwise provided by law;

10 40. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 41. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Seventh Cause of Action**

15 42. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
17 overtime wages, minimum wages, and/or meal and rest period premiums during their
18 employment;

19 43. For all actual, consequential and incidental losses and damages, according to
20 proof;

21 44. For statutory penalties according to proof pursuant to California Labor Code
22 section 210;

23 45. For pre-judgment interest on any unpaid wages from the date such amounts
24 were due, or as otherwise provided by law;

25 46. For attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5, or as otherwise provided by law; and

27 47. For such other and further relief as the Court may deem equitable and
28 appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

51. For all actual, consequential, and incidental losses and damages, according to proof;

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

53. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512, 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201, 202, and 203 (by failing timely to pay all earned wages upon termination); 204 (by failing timely to pay all earned wages during employment); 222.5 (by failing to pay the costs of mandatory drug testing and/or physical examinations); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

55. For civil penalties pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California Labor Code

sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

57. For pre-judgment and post-judgment interest as provided by law; and

58. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing timely to pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for the costs of mandatory drug testing and/or physical examinations, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide written notice of information material to employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

60. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

61. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200 *et seq.*;

62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

63. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

65. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

66. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200 *et seq.*;

67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

68. For pre-judgment and post-judgment interest as provided by law; and

69. For such other and further relief as the Court may deem equitable and appropriate.

Dated: April 1, 2021

Respectfully submitted,

Capstone Law APC

By: 

Mark A. Ozzello
Brandon K. Brouillette
Joseph Hakakian

Attorneys for Taylor Robison

EXHIBIT 1

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

August 3, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/266>)

Subject: *Taylor Robison v. Columbia Riverside, Inc., et al.*

Dear PAGA Administrator:

This office represents Taylor Robison in connection with her claims under the California Labor Code. Ms. Robison was an employee of COLUMBIA RIVERSIDE, INC. and/or RIVERSIDE HEALTHCARE SYSTEM, L.P. For the purpose of this letter, Ms. Robison collectively refers to these entities as “RCH.”

The employer may be contacted directly at the addresses below:

COLUMBIA RIVERSIDE, INC.
ONE PARK PLAZA
NASHVILLE TN 37203

RIVERSIDE HEALTHCARE SYSTEM, L.P.
ONE PARK PLAZA
NASHVILLE TN 37203

Ms. Robison intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Robison seeks relief on behalf of herself, the State of California, and other persons who are or were employed by RCH in California as a non-exempt, hourly paid employee and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

RCH employed Ms. Robison as a non-exempt, hourly paid Marketing Coordinator from approximately October 30, 2019 to April 7, 2020. Ms. Robison worked for RCH at its Riverside Community Hospital location in Riverside, California. Ms. Robison typically worked eight (8) hours or more per day, and five (5) to six (6) days per week. Ms. Robison’s primary job duties included, without limitation, managing social media accounts, planning events, handling calls, purchasing office supplies, and cleaning the storeroom.

RCH has committed one or more of the following Labor Code violations against Ms. Robison, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

RCH’s Company-Wide and Uniform Payroll and HR Practices

COLUMBIA RIVERSIDE, INC. is a California corporation, and RIVERSIDE HEALTHCARE SYSTEM, L.P. is a California limited partnership. Together, they are a leading healthcare provider in Riverside, California. RCH operates Riverside Community Hospital, a 478 licensed bed, full-service acute care hospital in the Inland Empire. Upon information and belief, RCH maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Nashville, Tennessee, for all non-exempt, hourly paid employees working for RCH in California, including Ms. Robison and other aggrieved employees. At all relevant times, RCH issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Robison and other aggrieved employees, regardless of their location or position.

Upon information and belief, RCH maintains a centralized Payroll department at its corporate headquarters in Nashville, Tennessee, which processes payroll for all non-exempt, hourly paid employees working for RCH in California, including Ms. Robison and other aggrieved employees. Further, RCH issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Robison and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, RCH utilized the same methods and formulas when calculating wages due to Ms. Robison and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

RCH willfully failed to pay all overtime wages owed to Ms. Robison and other aggrieved employees. During the relevant time period, Ms. Robison and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve

¹ These facts, theories, and claims are based on Ms. Robison’s experience and counsel’s review of those records currently available relating to Ms. Robison’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Robison reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

(12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, RCH had a company-wide policy and/or practice of strictly limiting the amount of overtime employees could accrue. On information and belief, this limitation on overtime accrual was based on a company-wide policy of staffing its locations strictly based on the labor hours or labor budget set by corporate. This policy of limiting overtime, coupled with RCH's understaffing policy, as well as the assignment of heavy workloads and deadlines for company events (*see infra*), led Ms. Robison and other aggrieved employees to work off-the-clock before and after their scheduled shift times in order to complete their assigned tasks. As a result of this restriction on overtime accrual, RCH forced Ms. Robison and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts, including on their off-days, such as responding to vendors and sponsors, completing assignments, traveling to events, and completing online trainings. RCH discouraged and impeded Ms. Robison and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, upon threat of discipline for incurring unapproved overtime hours. Thus, Ms. Robison and other aggrieved employees were required to work off-the-clock performing tasks before and after their scheduled shifts, but were prevented from accounting for and recording this time in the Kronos electronic timekeeping system.

For example, Ms. Robison would arrive 15-30 minutes early to review and respond emails before her scheduled shift start-time, or her supervisor would ask her to stop by an office supply store on her way to work, but Ms. Robison was not permitted to clock in until her scheduled shift start-time. Ms. Robison was also required to clock out at her designated shift end-time, even when she had additional assignments to complete for the day. For example, she worked 30-60 minutes approximately 3-4 times per week after clocking out, responding to calls and emails from event vendors and sponsors, running work-related errands for her supervisor, and completing time-sensitive projects for upcoming events. Ms. Robison spent an additional 1-2 hours per week responding to work-related calls and texts from her supervisor on her personal cellular phone while off-the-clock, sometimes on her off-days. Finally, RCH required Ms. Robison and other aggrieved employees to work at off-site events, but did not compensate them for their time spent traveling to these events. Separately, Ms. Robison was also required to spend approximately one (1) hour completing onboarding trainings online, prior to her first day of orientation. Thus, RCH failed to track all of this time spent working before clocking in or after clocking out, and Ms. Robison and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, RCH had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads and failing to schedule meal periods, resulting in a failure to provide Ms. Robison and other aggrieved employees with adequate meal period coverage. Ms. Robison and other aggrieved employees worked through meal periods or had their meal periods cut short or interrupted because there were not enough employees on duty to handle the workload. Additionally, Ms. Robison and other aggrieved employees would be required to respond to text messages and/or calls on their personal cellular phones from supervisors and management during unpaid meal periods. Furthermore, Ms. Robison would frequently be interrupted in-person by her supervisor to discuss work-related tasks. As a result, Ms. Robison and other aggrieved employees were not afforded timely, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. RCH knew or should have known that Ms. Robison and other aggrieved employees were being made to work during unpaid meal periods, including communicating with their supervisors in order to meet RCH's expectations, but failed to compensate them for this off-the-clock work.

Third, RCH's company-wide Kronos timekeeping system locked out Ms. Robison and other aggrieved employees once they clocked out for a meal period and would not permit them to clock back in from a meal before 30 minutes elapsed, preventing Ms. Robison and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted. Additionally, on information and belief, because RCH frowned upon employees accruing meal period penalties, RCH pressured Ms. Robison and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that RCH would otherwise owe. For example, approximately 3-4 times per month, Ms. Robison was instructed to clock out and continue working through her meal periods to complete assignments or time-sensitive matters. Thus, Ms. Robison and other aggrieved employees performed work during meal periods for which they were not paid.

RCH knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Robison and other aggrieved employees were performing their assigned duties during their meal periods and off-the-clock before or after their shifts, and were suffered or permitted to perform work for which they were not paid. RCH also knew, or should have known, that it did not compensate Ms. Robison and other aggrieved employees applicable overtime rates of pay for overtime hours that they worked.

Because Ms. Robison and other aggrieved employees regularly worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Robison and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. RCH's failure to pay Ms. Robison and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, RCH did not pay Ms. Robison and other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, RCH paid Ms. Robison and other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, RCH failed to incorporate all remunerations, including shift differential pay, incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Robison and other aggrieved employees worked overtime and received these other forms of pay, RCH failed to pay all overtime wages by paying a lower overtime rate than required.

Ms. Robison and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in

accordance with the provisions of the Fair Labor Standards Act.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

As set forth above, due to RCH’s restrictions on overtime accrual and company-wide policies and/or practices of understaffing while assigning heavy workloads, Ms. Robison and other aggrieved employees performed work off-the-clock before and after their scheduled shifts, including responding to vendor and sponsor inquiries, picking up supplies for the office and events, and traveling to off-site events. Additionally, as set forth above, due to RCH’s company-wide policies and/or practices of understaffing, assigning heavy workloads, failing to schedule meal periods, and resultant lack of meal period coverage, Ms. Robison and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. In addition, RCH systematically failed to pay Ms. Robison and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded. As set forth above, RCH’s timekeeping system did not permit Ms. Robison and other aggrieved employees to clock back in early when their meal periods were interrupted and RCH required Ms. Robison and other aggrieved employees to clock out for meal periods, upon threat of discipline, even though Ms. Robison and other aggrieved employees performed additional duties and were subject to RCH’s control during this time.

Moreover, RCH maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time and using their own personal vehicles to undergo mandatory physical examinations, tuberculin (TB) testing, and/or drug testing. At all times, RCH was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. For example, RCH instructed Ms. Robison to undergo drug testing and/or TB testing, and Ms. Robison underwent the testing for the sole benefit of RCH. Ms. Robison followed RCH’s instructions, traveled 30 miles roundtrip (for approximately 50 minutes total) in her personal vehicle to and from RCH’s designated medical facility in Riverside, California, and spent an additional two (2) hours waiting at the medical facility and undergoing the requisite testing. However, RCH did not compensate Ms. Robison and other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory physical examinations, TB testing, and/or drug testing.

Thus, RCH did not pay minimum wages for all hours worked by Ms. Robison and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, RCH did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, RCH regularly failed to pay at least minimum wages to Ms. Robison and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Ms. Robison and other aggrieved employees are therefore entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal and rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided.

Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012).

Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the health care industry who work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code. Regs. tit. 8, § 11050(11)(D).

During the relevant time period, as stated, RCH had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads and deadlines. As a result, Ms. Robison and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period, have their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, during her employment, Ms. Robison's supervisor frequently interrupted her meal periods to discuss work-related matters. Further, as stated, RCH had a company-wide practice of failing to schedule meal periods, which further caused Ms. Robison and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Robison would take her meal periods after 5.5 hours, instead of before the end of the fifth hour of work, as required by California law.

In addition, as stated, RCH's company-wide Kronos timekeeping system locked out Ms. Robison and other aggrieved employees once they clocked out for a meal period and would not permit them to clock back in from a meal before 30 minutes elapsed, preventing Ms. Robison and other aggrieved employees from recording shortened or interrupted meal periods. Furthermore, on information and belief, because RCH frowned upon employees accruing meal period penalties, RCH's management would adjust Ms. Robison's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by RCH. As an example, Ms. Robison missed her meal periods entirely approximately 3-4 times per month due to her heavy workload, but she was advised by her supervisor to clock out and keep working.

RCH also did not schedule second meal periods and had no policy for permitting Ms. Robison and other aggrieved employees to take second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, Ms. Robison would work in excess of ten (10) hours per

day during company events, and was not provided her second meal period during these shifts. RCH did not present Ms. Robison and other aggrieved employees with the opportunity to voluntarily choose whether to waive their second 30-minute meal period on any given day. Instead, RCH had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. For example, Ms. Robison signed RCH's blanket "Meal Period Waiver" near the time she was hired on November 5, 2019.

Because RCH took the position that non-exempt, hourly paid employees had waived their rights to one of their two meal periods for the entirety of their employment, RCH did not provide them with all meal periods to which they were entitled. Specifically, RCH's "Meal Period Waiver" form provides, in relevant part,

By signing below, I _____, voluntarily agree to (please check all that apply):

...

☐ Waive one of my two meal periods for each day in which I work more than 10 hours. I agree that this Meal Period Waiver shall remain in effect until I exercise, or the Hospital exercises, the option to revoke it. I understand that I or the Hospital may revoke this Waiver at any time by providing at least one day's notice to the other.

RCH's company-wide use of blanket meal period waivers signed at or near the time of hire and imposition on employees to revoke the meal period waiver in writing discouraged and prevented Ms. Robison and/or other aggrieved employees from taking all meal periods to which they were entitled. And, RCH's presumption that second meal periods would not be provided for shifts in excess of ten (10) hours due to blanket second meal period waivers discouraged Ms. Robison and other aggrieved employees from taking second meal periods. Further, the applicable IWC Wage Order provides that meal waivers for healthcare industry employees must be signed by both the employee and employer in order to be valid, and the blanket meal period waivers were signed by only Ms. Robison and other aggrieved employees, and not by RCH.

As a result of RCH's practices and/or policies, Ms. Robison and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether. RCH knew or should have known that as a result of its policies, Ms. Robison and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. RCH further knew or should have known that it did not pay Ms. Robison and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted, because RCH adjusted employee time records to reflect compliant meal periods, even if none were taken.

RCH also has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Robison and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that RCH did pay meal period premium wages to Ms. Robison and other aggrieved employees, it did so at the incorrect rates. Because RCH did not properly calculate Ms. Robison's and other aggrieved employees' regular rates of pay by including all remunerations, such as shift differential pay, incentive pay, and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, RCH failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Ms. Robison and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very 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 ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, RCH regularly failed to authorize and permit Ms. Robison and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, RCH's company-wide policies and/or practice of understaffing and assigning heavy workloads prevented Ms. Robison and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, RCH failed to schedule rest periods, which, coupled with RCH's failure to provide adequate rest period coverage, further led to Ms. Robison and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, RCH maintained and implemented a company-wide practice and/or policy requiring that Ms. Robison and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Robison and other aggrieved employees were restricted from leaving the work premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes. Thus, RCH effectively maintained control over Ms. Robison and other aggrieved employees during rest periods, and, as a result of this rest period policy, RCH did not relinquish control over Ms. Robison and other aggrieved employees during rest periods.

As a result of RCH's practices and policies, Ms. Robison and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout her employment, Ms. Robison would miss her rest periods at least once per week due to RCH's failing to provide sufficient coverage; and when she was able to take a rest period, they were often interrupted or cut short by her supervisor to discuss work-related issues.

RCH also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Robison and other aggrieved employees have not received premium pay

for all missed rest periods. Alternatively, to the extent that RCH did pay rest period premium wages to Ms. Robison and other aggrieved employees, it did so at the incorrect rates. Because RCH did not properly calculate Ms. Robison's and other aggrieved employees' regular rates of pay by including all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, any premiums paid for rest period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premium wages.

Accordingly, RCH failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Robison and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. RCH has not provided Ms. Robison and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, RCH has knowingly and intentionally provided Ms. Robison and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, RCH issued uniform wage statements to Ms. Robison and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, RCH violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because RCH did not record the time Ms. Robison and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), RCH did not list the correct amount of gross wages and net wages earned by Ms. Robison and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, RCH failed to accurately list the total number of the hours worked by Ms. Robison and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because RCH did not calculate Ms. Robison's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, RCH did not list the correct amount of gross wages earned by Ms. Robison and other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by Ms. Robison and other aggrieved

employees in violation of section 226(a)(5). RCH also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of her or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), RCH willfully failed to maintain accurate payroll records for Ms. Robison and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. At all relevant times, as stated, RCH engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Robison and other aggrieved employees. Also, as stated, RCH engaged in a company-wide practice and/or policy of falsifying Ms. Robison’s and other aggrieved employees’ time records by deducting meal periods or recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Robison and other aggrieved employees. Furthermore, in light of RCH’s failure to provide Ms. Robison and other aggrieved employees with second 30-minute meal periods to which they were entitled, RCH kept no records of meal start and end times for second meal periods.

Because RCH failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Robison and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Robison and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Robison and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, RCH failed to pay Ms. Robison and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Ms. Robison and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves her or her employment, her or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of her or her intention to quit, in which case the employee is entitled to her or her wages at the time of quitting.

RCH willfully failed to pay Ms. Robison and other aggrieved employees who are no longer employed by RCH all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving RCH's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Robison and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, RCH implemented, on a company-wide basis, an employer-imposed requirement that Ms. Robison and other aggrieved employees undergo mandatory physical examinations, tuberculin (TB) testing, and/or drug testing, but required them to do so at their own expense. As stated, RCH had a company-wide policy requiring that Ms. Robison and other aggrieved employees travel to a specified medical facility on their own time and use their own means of transportation to undergo physical examinations, TB testing, and/or drug testing. At all times, RCH was in control of scheduling the date and time for the examinations and/or testing, selecting the provider/facility where the examinations and/or testing were to take place, and determining the scope of the examinations and/or testing.

For example, Ms. Robison was instructed by RCH to travel to a designated medical facility in Riverside, California and obtain a drug test and TB test. Ms. Robison followed RCH's instructions, traveled to the medical facility RCH selected, and underwent the testing. Ms. Robison was required to travel to and from the medical facilities selected by RCH using her own vehicle. Ms. Robison followed RCH's instructions and drove approximately 30 miles roundtrip (for approximately 50 minutes total) to and from a medical facility selected by RCH using her own vehicle, and spent two (2) hours waiting at the medical facility and undergoing the requisite testing.

However, RCH did not compensate Ms. Robison and other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the physical examinations, TB testing, and/or drug testing, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. RCH's policy and/or practice of not paying for all costs Ms. Robison and other aggrieved employees incurred obtaining mandatory physical examinations, TB testing, and/or drug testing is in violation of California Labor Code section 222.5.

Ms. Robison and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of her or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, RCH had a company-wide policy of requiring Ms. Robison and other aggrieved employees to utilize their own personal cellular phones and cellular data to carry out their job duties, but RCH failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Robison and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, such as discussing requests from management and work assignments. Ms. Robison would spend approximately one 1-2 hours per week texting or speaking with her supervisor about work-related matters, assisting her with expense reports and accessing social media accounts. Although RCH required Ms. Robison and other aggrieved employees to

utilize their personal cellular phones to carry out their work-related responsibilities, RCH failed to reimburse them for this cost.

Furthermore, during the relevant time period, RCH had a company-wide policy of requiring Ms. Robison and other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles to obtain mandatory physical examinations, tuberculin (TB) testing, and/or drug testing, but did not reimburse them for their travel expenses, including mileage. At all times, RCH was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. RCH gave Ms. Robison and other aggrieved employees strict instructions to obtain drug testing, TB testing, and/or physical examinations, and Ms. Robison and other aggrieved employees underwent the testing and/or physical examinations for the sole benefit of RCH. For example, as described above, Ms. Robison followed RCH's instructions, traveled 30 miles roundtrip in her personal vehicle to RCH's designated medical facility in Riverside, California, and underwent RCH's mandatory drug testing and TB testing, but was not reimbursed for her mileage to and from the authorized medical facility. Although RCH required Ms. Robison and other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo physical examinations, TB testing, and/or drug testing, RCH never reimbursed them for their travel expenses.

RCH could have provided Ms. Robison and other aggrieved employees with the actual tools for use on the job, such as company phones and company vehicles, to be used for fulfilling work-related tasks, or RCH could have reimbursed employees for the costs of their cellular phone, mileage, and travel expenses. Instead, RCH passed these operating costs off onto Ms. Robison and other aggrieved employees. At all relevant times, Ms. Robison did not earn at least two (2) times the minimum wage.

Thus, RCH had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Robison and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

RCH failed to provide Ms. Robison and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). RCH's failure to provide Ms. Robison and other aggrieved employees with written notice of basic information regarding their employment with RCH is in violation of Labor Code section 2810.5.

Ms. Robison and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." RCH, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Robison's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Robison seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Robison, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against RCH for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Robison seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "Mao Shiokura", with a stylized, flowing script.

Mao Shiokura

Copy: COLUMBIA RIVERSIDE, INC. (via U.S. Certified Mail); RIVERSIDE
HEALTHCARE SYSTEM, L.P. (via U.S. Certified Mail)

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of
4 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000,
Los Angeles, California 90067. My electronic address is matthew.krout@capstonelawyers.com.

5 On **April 1, 2021**, I served the document(s) described as:

6 **FIRST AMENDED COMPLAINT**

7 on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof
8 [] to interested parties as follows [or] [✓] as stated on the attached service list:

9 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

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Including Professional Corporations

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18 Attorneys for Defendants COLUMBIA RIVERSIDE, INC. and RIVERSIDE HEALTH CARE
19 SYSTEM, L.P.

20 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
California, by e-mail delivery on the parties listed herein at their most recent known
21 e-mail address or e-mail of record in this action.

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

23 Executed this **April 1, 2021**, at Los Angeles, California.

24
25 Matthew Krout

Type or Print Name


Signature