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Superior Court of California
County of Los Angeles

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GREEN individually, and on behalf of
others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SHANNELLE GREEN, individually, and on
behalf of others similarly situated

Plaintiff,

vs.

COLLEGE HOSPITAL, INC., a Corporation,
d/b/a COLLEGE HOSPITAL CERRITOS, d/b/a
COLLEGE HOSPITAL LONG BEACH, d/b/a
COLLEGE HOSPITAL PHARMACY;
COLLEGE HOSPITAL GROUP, INC., a
Corporation; CHCM, INC., a Corporation, d/b/a
COLLEGE HOSPITAL COSTA MESA; and
DOES 1 through 50, inclusive,

Defendants

CASE NO. 21STCV03406

**FIRST AMENDED COMPLAINT FOR
VIOLATION OF THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

BY FAX

1 PLAINTIFF SHANNELLE GREEN (“PLAINTIFF”) individually and on behalf of all
2 other aggrieved employees, demanding a jury trial, hereby alleges as follows:

3 **INTRODUCTION**

4 PLAINTIFF brings this action on behalf of herself and all other aggrieved employees of
5 Defendants COLLEGE HOSPITAL, INC., a Corporation, d/b/a COLLEGE HOSPITAL
6 CERRITOS, d/b/a COLLEGE HOSPITAL LONG BEACH, d/b/a COLLEGE HOSPITAL
7 PHARMACY; COLLEGE HOSPITAL GROUP, INC., a Corporation; CHCM, INC., a
8 Corporation, d/b/a COLLEGE HOSPITAL COSTA MESA; and DOES 1 through 50, inclusive
9 (collectively “DEFENDANTS”), to recover penalties arising from unpaid wages earned and due,
10 including but not limited to unpaid and illegally calculated overtime compensation, illegal meal
11 and rest period policies, failure to pay all wages due to discharged or quitting employees, failure
12 to maintain required records, failure to provide accurate itemized wage statements, failure to
13 timely pay wages during employment, failure to indemnify employees for necessary expenditures
14 and/or losses incurred in discharging their duties.

15 **JURISDICTION AND VENUE**

16 1. The Superior Court of the State of California has jurisdiction in this matter because
17 PLAINTIFF is a resident of the State of California, and DEFENDANTS citizens and residents of,
18 and/or regularly conduct business in California. Further, no federal question is at issue because the
19 claims are based solely on California law.

20 2. Venue is proper in this judicial district and the County of Los Angeles, California
21 because PLAINTIFF and other aggrieved employees performed work for DEFENDANTS in the
22 County of Los Angeles and many of DEFENDANTS’ unlawful actions and omissions, as set
23 forth herein, occurred in the County of LOS ANGELES.

24 **PARTIES**

25 3. PLAINTIFF SHANNELLE GREEN is a female resident of the State of California.
26 At times material to this complaint, PLAINTIFF was employed by DEFENDANTS as a non-
27 exempt employee within the State of California.

28 ///

1 4. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
2 COLLEGE HOSPITAL, INC., a Corporation, d/b/a COLLEGE HOSPITAL CERRITOS, d/b/a
3 COLLEGE HOSPITAL LONG BEACH, d/b/a COLLEGE HOSPITAL PHARMACY is, and at all
4 times relevant hereto was, a corporation organized and existing under the laws of the State of
5 California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT
6 COLLEGE HOSPITAL, INC., a Corporation, d/b/a COLLEGE HOSPITAL CERRITOS, d/b/a
7 COLLEGE HOSPITAL LONG BEACH, d/b/a COLLEGE HOSPITAL PHARMACY is authorized
8 to conduct business in the State of California, and does conduct business in the State of
9 California. Specifically, DEFENDANT COLLEGE HOSPITAL, INC., a Corporation, d/b/a
10 COLLEGE HOSPITAL CERRITOS, d/b/a COLLEGE HOSPITAL LONG BEACH, d/b/a
11 COLLEGE HOSPITAL PHARMACY maintains offices and facilities and conducts business in,
12 and engages in illegal payroll practices or policies in, the County of Los Angeles, State of
13 California.

14 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
15 COLLEGE HOSPITAL GROUP, INC. is, and at all times relevant hereto was, a Corporation
16 organized and existing under the laws of the State of California. PLAINTIFF is further informed
17 and believes, and thereon alleges, that DEFENDANT COLLEGE HOSPITAL GROUP, INC. is
18 authorized to conduct business in the State of California, and does conduct business in the State
19 of California. Specifically, DEFENDANT COLLEGE HOSPITAL GROUP, INC. maintains
20 offices and facilities and conducts business in, and engages in illegal payroll practices or policies
21 in, the County of Los Angeles, State of California.

22 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
23 CHCM, INC., a Corporation, d/b/a COLLEGE HOSPITAL COSTA MESA is, and at all times
24 relevant hereto was, a Corporation organized and existing under the laws of the State of
25 California. PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT
26 CHCM, INC., a Corporation, d/b/a COLLEGE HOSPITAL COSTA MESA is authorized to
27 conduct business in the State of California, and does conduct business in the State of California.
28 Specifically, DEFENDANT CHCM, INC., a Corporation, d/b/a COLLEGE HOSPITAL COSTA

1 MESA maintains offices and facilities and conducts business in, and engages in illegal payroll
2 practices or policies in the state of California.

3 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
4 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
5 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
6 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
7 that PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
8 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
9 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
10 when ascertained.

11 8. At all relevant times herein, DEFENDANTS were the joint employers of
12 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
13 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
14 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
15 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
16 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
17 Defendant, and each was the alter ego of the other.

18 9. At all relevant times herein, PLAINTIFF and other aggrieved employees were
19 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
20 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
21 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
22 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
23 schemes which include, but are not limited to, failing to pay overtime premiums; failing to
24 provide rest and meal periods; failing to properly maintain records; failing to provide accurate
25 itemized statements for each pay period; failing to properly compensate PLAINTIFF and other
26 aggrieved employees for necessary expenditures; and requiring, permitting or suffering the
27 employees to work off the clock, in violation of the California Labor Code and the applicable
28 Welfare Commission ("IWC") Orders.

1 10. PLAINTIFF is informed and believes, and thereon allege, that each and every one
2 of the acts and omissions alleged herein were performed by, and/or attributable to, all
3 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
4 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
5 and scope of said agency, employment and/or direction and control.

6 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

7 11. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
8 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current and
9 former non-exempt aggrieved employees of DEFENDANTS in the State of California at any
10 time within the period beginning one (1) year and sixty five (65) days prior to the filing of this
11 action, and ending at the time this action settles or proceeds to final judgment (“PENALTY
12 PERIOD”).

13 12. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice on September
14 16, 2020 by online submission to the California Labor and Workforce Development Agency
15 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
16 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
17 the alleged violations. PLAINTIFF has not received any response from the LWDA. As
18 PLAINTIFF has waited more than sixty-five (65) days from the September 16, 2020 date of
19 PLAINTIFF’S written notice before filing this action, PLAINTIFF has complied with all of the
20 requirements set forth in Labor Code § 2699.3 to commence a representative action under PAGA

21 **FACTUAL ALLEGATIONS**

22 **Failure to Provide Required Meal Periods**

23 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

24 13. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
25 allegations in the foregoing paragraphs.

26 14. During the PENALTY PERIOD, as part of DEFENDANTS’ illegal payroll
27 policies and practices to deprive their current and former non-exempt employees all wages earned
28 and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and other

1 aggrieved employees to take less than the 30-minute meal period, or to work through them, and
2 have failed to otherwise provide the required meal periods to PLAINTIFF and other aggrieved
3 employees pursuant to California Labor Code § 226.7, 512 and IWC Order No. 5-2001, § 11.

4 15. DEFENDANTS further violated California Labor Code §§ 226.7 and 512 and
5 IWC Wage Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved
6 employees who were not provided with a meal period, in accordance with the applicable wage
7 order, one additional hour of compensation at each employee's regular rate of pay for each
8 workday that a meal period was not provided.

9 **Failure to Provide Required Rest Periods**

10 **[Cal. Labor Code § 226.7; IWC Wage Order No. 5-2001, § 12]**

11 16. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
12 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
13 failed to provide rest periods to PLAINTIFF and other aggrieved employees as required under
14 California Labor Code § 226.7, and IWC Wage Order No. 5-2001, § 12.

15 17. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
16 Order No. 5-2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were
17 not provided with a rest period, in accordance with the applicable wage order, one additional hour
18 of compensation at each employee's regular rate of pay for each workday that a rest period was
19 not provided.

20 **Failure to Pay Overtime Wages**

21 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

22 18. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
23 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and other aggrieved
24 employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of
25 pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,
26 and for the first eight (8) hours on the seventh consecutive workday, with double time for all
27 hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of
28 eight (8) hours on the seventh consecutive day of work in any workweek.

1 19. PLAINTIFF and other aggrieved employees are current and former non-exempt
2 employees entitled to the protections of California Labor Code §§ 510 and 1194, and IWC Wage
3 Order No. 5-2001. During the PENALTY PERIOD, DEFENDANTS failed to compensate
4 PLAINTIFF and other aggrieved employees for all overtime hours worked as required under the
5 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
6 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
7 California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting
8 or suffering PLAINTIFF and other aggrieved employees to work off the clock; requiring,
9 permitting or suffering PLAINTIFF and other aggrieved employees to work through meal and
10 rest breaks; illegally and inaccurately recording time in which PLAINTIFF and other aggrieved
11 employees worked; failing to properly maintain PLAINTIFF's and other aggrieved employees'
12 records; failing to provide accurate itemized wage statements to PLAINTIFF and other aggrieved
13 employees for each pay period; and other methods to be discovered.

14 20. DEFENDANTS have knowingly and willfully refused to perform their obligations
15 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
16 worked in violation of California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 5-
17 2001, § 3.

18 **Failure to Pay Minimum Wages**

19 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

20 21. Pursuant to California Labor Code §§ 1194 and 1197, and IWC Wage Order No.
21 5-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
22 worked in a payroll period is unlawful.

23 22. During the PENALTY PERIOD and in violation of California Labor Code §§
24 1194 and 1197, and IWC Wage Order No. 9-2001, § 4, DEFENDANTS failed to pay
25 PLAINTIFF and other aggrieved employees the applicable minimum wages for all hours worked
26 in a payroll period by, among other things: requiring, permitting or suffering PLAINTIFF and
27 other aggrieved employees to work off the clock; requiring, permitting or suffering PLAINTIFF
28 and other aggrieved employees to work through meal and rest breaks; illegally and inaccurately

1 recording time in which PLAINTIFF and other aggrieved employees worked; failing to properly
2 maintain PLAINTIFF's and other aggrieved employees records; failing to provide accurate
3 itemized wage statements to PLAINTIFF and other aggrieved employees for each pay period; and
4 other methods to be discovered.

5 **Failure to Timely Pay Wages During Employment**

6 **[Cal. Labor Code § 204]**

7 23. Pursuant to California Labor Code § 204, for all labor performed between the 1st
8 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
9 employees between the 16th and 26th day of the month during which the labor was performed.
10 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
11 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
12 between the 1st and 10th day of the following calendar month. In addition, California Labor
13 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
14 paid no later than the payday of the next regular payroll period.

15 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

16 **[Cal. Labor Code §§ 201, 202, 203]**

17 24. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
18 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
19 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
20 and unpaid at the time of discharge are due and payable immediately.

21 25. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
22 required to pay all accrued wages due to an employee no later than 72 hours after the employee
23 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
24 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

25 26. California Labor Code § 203 provides that if an employer willfully fails to pay, in
26 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
27 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
28 compensation to the employee at the same rate for up to 30 workdays.

1 27. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
2 DEFENDANTS willfully failed to pay accrued wages and other compensation to PLAINTIFF
3 and other aggrieved employees who were discharged or quit their employment.

4 **Failure to Maintain Required Records**

5 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

6 **(Against all DEFENDANTS)**

7 28. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
8 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
9 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
10 under California Labor Code §§ 226(a), 1174(d), and IWC Wage Order No. 5-2001, § 7,
11 including but not limited to the following records: total daily hours worked by each employee;
12 applicable rates of pay; all deductions; meal periods; time records showing when each employee
13 begins and ends each work period; and accurate itemized statements.

14 **Failure to Furnish Accurate Itemized Wage Statements**

15 **[Cal. Labor Code § 226, (a); IWC Wage Order No. 5-2001, § 7]**

16 **(Against all DEFENDANTS)**

17 29. During the PENALTY PERIOD, DEFENDANTS routinely failed to provide
18 PLAINTIFF and other aggrieved employees with timely, accurate, and itemized wage statements
19 in writing showing each employee's gross wages earned, total hours worked, all deductions made,
20 net wages earned, the inclusive dates of the period for which the employee is paid, the name of
21 the employee and only the last four digits of his or her social security number or employee
22 identification number, the name and address of the legal entity or entities employing PLAINTIFF
23 and other aggrieved employees, and all applicable hourly rates in effect during each pay period
24 and the corresponding number of hours worked at each hourly rate, in violation of California
25 Labor Code § 226(a) and IWC Wage Order No. 5-2001, § 7.

26 30. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
27 failed to provide PLAINTIFF and other aggrieved employees with timely, accurate, and itemized
28 wage statements in accordance with California Labor Code § 226(a).

1 31. During the PENALTY PERIOD, PLAINTIFF and other aggrieved employees
2 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
3 wage statements as PLAINTIFF and other aggrieved employees could not promptly and easily
4 determine from the wage statement alone one or more of the following: the gross wages earned,
5 the total hours worked, all deductions made, the net wages earned, the name and address of the
6 legal entity or entities employing PLAINTIFF and other aggrieved employees, and/or all
7 applicable hourly rates in effect during each pay period and the corresponding number of hours
8 worked at each hourly rate.

9 **Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties**

10 **[Cal. Labor Code § 2802]**

11 **(Against all DEFENDANTS)**

12 32. California Labor Code § 2802(a) requires an employer to indemnify an employee
13 for all necessary expenditures or losses incurred by the employee in direct consequence of the
14 discharge of his or her duties, or of his or her obedience to the directions of the employer.

15 33. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
16 to indemnify PLAINTIFF and other aggrieved employees for all business expenses and/or losses
17 incurred in direct consequence of the discharge of their duties while working under the direction
18 of DEFENDANTS, in violation of California Labor Code § 2802.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

21 **[Cal. Labor Code § 2698, *et seq.*]**

22 **(Against All DEFENDANTS)**

23 34. PLAINTIFF incorporates herein by specific reference as though fully set forth the
24 allegations in all preceding paragraphs.

25 35. PLAINTIFF is an "aggrieved employee" within the meaning of California Labor
26 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
27 current and former employees of DEFENDANTS pursuant to the procedures specified in
28 California Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and the

1 alleged violations of the California Labor Code were committed against PLAINTIFF during the
2 PENALTY PERIOD.

3 36. PLAINTIFF seeks to recover civil penalties through a representative action
4 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
5 Cal.4th 969. Thus, class certification is not required.

6 37. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
7 penalties from DEFENDANTS in a representative action for the violations set forth above,
8 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
9 512, 1174(d), 1194, 1197, 1198, and 2802.

10 38. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
11 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
12 provided, including but not limited to the following:

- 13 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
14 DEFENDANTS are subject to a civil penalty in the amount of one hundred
15 dollars (\$100) for the initial violation for each failure to pay each employee
16 and two hundred dollars (\$200) per employee for violations in subsequent
17 pay periods.
- 18 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
19 DEFENDANTS are subject to a civil penalty in the amount of two hundred
20 and fifty dollars (\$250) per aggrieved employee for the initial pay period
21 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
22 employee for violations in subsequent pay periods.
- 23 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
24 on behalf of an employer who violates, or causes to be violated, a section
25 of this chapter or any provision regulating hours and days of work in any
26 order of the Industrial Welfare Commission," including Labor Code §§ 510
27 and 512, shall be subject to a civil penalty, in addition to any other penalty
28 provided by law, of fifty dollars (\$50) for initial violations for each

1 underpaid employee for each pay period for which the employee was
2 underpaid and one hundred dollars (\$100) for each subsequent violation for
3 each underpaid employee for each pay period for which the employee was
4 underpaid. In addition, PLAINTIFF seeks civil penalties in the amount
5 sufficient to recover unpaid wages owed to aggrieved employees pursuant
6 to Labor Code § 558(a).

7 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
8 DEFENDANTS are subject to a civil penalty of five hundred dollars
9 (\$500).

10 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
11 paid to any employee a wage less than the minimum fixed by an order of
12 the commission, shall be subject to a civil penalty as follows: for any initial
13 violation that is intentionally committed, one hundred dollars (\$100) for
14 each underpaid employee for each pay period for which the employee is
15 underpaid; and for each subsequent violation of the same offense, two
16 hundred fifty dollars (\$250) for each underpaid employee for each pay
17 period for which the employee is underpaid regardless of whether the
18 initial violation was intentionally committed.

19 39. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
20 penalty is not specifically provided, the following civil penalties are established: one hundred
21 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
22 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
23 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
24 violations of Labor Code provisions for which a civil penalty is not specifically provided,
25 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

26 40. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
27 Labor Code § 2699(g)(1).

28 ///

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other aggrieved
3 employees, respectfully prays for relief against DEFENDANTS as follows:

4 1. For civil penalties according to proof, including but not limited to the amount of
5 any unpaid wages of PLAINTIFF and other aggrieved employees and all penalties authorized by
6 the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

7 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
8 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
9 judgment interest;

10 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
11 any other applicable provisions providing for attorney's fees and costs; and

12 4. For such further relief that the Court may deem just and proper.

13 DATED: March 15, 2021

14 Respectfully submitted,

15 **MATERN LAW GROUP, PC**

16
17 By: _____

18 Matthew J. Matern
19 Tagore O. Subramaniam
20 Max N. Sloves
21 Attorneys for Plaintiff
22 SHANNELLE GREEN, individually, and on
23 behalf of other aggrieved employees
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DATED: March 15, 2021

MATERN LAW GROUP, PC

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On March 15, 2021, I served the following document or documents:

FIRST AMENDED COMPLAINT FOR VIOLATION OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

- ☒ **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the address listed below (specify one):
- ☐ Deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- ☒ Placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the business's practices for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

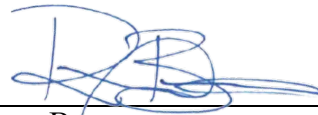
I am a resident or employed in the county where mailing occurred. The envelope or package was placed in the mail at Manhattan Beach, California.

CT Corporation System
818 W. Seventh Street, Suite 930
Los Angeles, California 90017

Agent for Service of Process of COLLEGE HOSPITAL, INC., a Corporation, d/b/a COLLEGE HOSPITAL CERRITOS, d/b/a COLLEGE HOSPITAL LONG BEACH, d/b/a COLLEGE HOSPITAL PHARMACY; COLLEGE HOSPITAL GROUP, INC., and CHCM, INC., a Corporation, d/b/a COLLEGE HOSPITAL COSTA MESA

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

Executed on March 15, 2021 at Manhattan Beach, California.



Roxana Barcenas