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**ENDORSED
FILED
ALAMEDA COUNTY
MAR 19 2021
CLERK OF THE SUPERIOR COURT
By TANIA PIERCE Deputy**

Attorneys for Plaintiff, MAYBELYN UGALE,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

MAYBELYN UGALE on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

STANFORD HEALTH CARE, a California
corporation, and DOES 1 through 50, inclusive,

Defendants.

Case No. R921092943
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof
- 4) Failure to Timely Pay Wages
- 5) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions
- 6) Violations of the Unfair Competition
Law

JURY TRIAL DEMANDED



1 Plaintiff MAYBELYN UGALE on behalf of herself and all others similarly situated
2 assert claims against Defendant STANFORD HEALTH CARE and DOES 1 through 50,
3 inclusive as follows:

4 I.

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
7 against Defendant STANFORD HEALTH CARE and DOES 1 through 50, inclusive (hereinafter
8 “Defendants”) on behalf of Plaintiff MAYBELYN UGALE (hereinafter “Plaintiff”) and all
9 employees not classified as “Exempt” or primarily employed in executive, professional, or
10 administrative capacities, employed by, or formerly employed by STANFORD HEALTH CARE
11 in California (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

12 2. During the liability period, defined as the applicable statute of limitations for each
13 and every cause of action contained herein, Defendants enforced shift schedules, employment
14 policies and practices, and workload requirements wherein Plaintiff and all other Non Exempt
15 Employees: (1) were not paid proper wages they earned for all hours they worked including
16 minimum wage and/or proper overtime compensation; (2) were not permitted to take their full
17 statutorily authorized rest and meal periods, or had their rest and meal periods shortened and/or
18 provided to them late due to the scheduling and work load and time requirements placed upon
19 them by Defendants. Defendants failed to pay such employees one (1) hour of pay at the
20 employees regular rate of compensation for each workday that the meal period and/or rest period
21 that was not properly provided.

22 3. During the liability period, Defendants have also failed to maintain accurate
23 itemized records reflecting total hours worked and have failed to provide Non Exempt
24 Employees with accurate, itemized wage statements reflecting total hours worked and
25 appropriate rates of pay for those hours worked.

26 4. During the liability period, Defendants have also failed to pay all wages owed to
27 discharged or resigned Class Members in a timely manner.

5. Plaintiff, on behalf of herself and all Class Members, bring this action pursuant to Labor Code sections 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512, 1194, 1197, 1199, California Code of Regulations, Title 8, section 11050 *et seq.* and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

6. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay all overtime wages and rest and meal period premiums to each of their Non-Exempt Employees.

II.

VENUE

7. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants conduct substantial and continuous commercial activities in Alameda County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in Alameda County, California.

III.

PARTIES

8. Plaintiff is, and at all times mentioned in this complaint was, a resident of California.

9. On information and belief, Defendant STANFORD HEALTH CARE is a California corporation which is headquartered in Palo Alto, California and is engaged in providing health care services throughout California.

10. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges that each of the

Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

IV.

FACTUAL BACKGROUND

12. Plaintiff was employed by Defendants at the Stanford Health Care – ValleyCare facility located in Pleasanton, California from on or about September 11, 2000 until on or about May 27, 2020. During her employment, she occupied a non-exempt hourly position in housekeeping.

13. Due to the time constraints and workload requirements implemented by Defendants, Plaintiff and Class Members were required to work during meal periods when they were “off the clock.” Further, Defendants required Plaintiff and Class Members to carry a pager and/or a work phone during their meal periods and rest breaks in case they were needed to return to work to perform a task. As such, Plaintiff and Class Members did not receive a duty free meal period. Defendants automatically deducted the 30 minutes for the meal period resulting in Plaintiff and Class Members remaining under Defendants’ control and thus working “off the clock” without compensation. Thus, Defendants failed to pay Plaintiff and Class Members all lawful wages earned including proper overtime compensation and/or minimum wage.

14. Plaintiff and Class Members were also frequently required to work in excess of five (5) hours without being provided an uninterrupted thirty (30) minute meal period by the end of the fifth hour and not being compensated one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not provided, in violation of California labor laws, regulations and IWC Wage Order.

1 15. Due to the demands of the work shift, Plaintiff and Class Members were typically
2 required to work without being permitted or authorized a minimum ten (10) minute rest period
3 for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at
4 their regular rate of compensation for each workday that a rest period was not provided, in
5 violation of California labor laws, regulations, and IWC Wage Orders. Plaintiff and Class
6 Members were also required to carry their pagers, phones and/or devices so that they could be
7 reached in the event that they were needed to return back to work. Additionally, as per
8 Defendants' policy and practice, Plaintiff and Class Members are not permitted to leave the
9 premises during their rest breaks in further violation of California law. As such, Plaintiff and
10 Class Members were not relieved of all duties during their rest breaks in violation of California
11 law.

12 16. On information and belief, Defendants willfully failed to pay all earned wages in a
13 timely manner to Non Exempt Employees; nor has Defendant paid to Plaintiff and affected Class
14 Members, upon or after termination of their employment with Defendant, all compensation due,
15 including but not limited to all wages owed and compensation for having failed to properly
16 provide rest periods and meal periods.

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

22 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 currently employ and during the relevant period have employed over one hundred (100)
24 employees in the State of California in non-exempt hourly positions.

25 19. Non-Exempt Employees employed by Defendants, at all times pertinent hereto,
26 have been non-exempt employees within the meaning of the California Labor Code, and the
27 implementing rules and regulations of the IWC California Wage Orders.
28

V.

CLASS ACTION ALLEGATIONS

20. Plaintiff seeks to represent a Class comprised of and defined as: All persons who are or were employed by Defendants in the state of California as hourly non exempt employees within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

21. Plaintiff also seeks to represent Subclasses which are composed of persons satisfying the following definitions:

a. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees and were not accurately and fully paid all lawful wages owed to them including proper overtime compensation for all their hours worked;

b. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees and were not accurately and fully paid all lawful wages owed to them including minimum wage for all their hours worked;

c. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, within the statutory liability period, who have not been provided an uninterrupted 30 minute meal period when they worked over five hours in a work shift by the end of the fifth hour and were not provided compensation in lieu thereof;

d. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, within the statutory liability period, and have not been provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked per day and were not provided compensation in lieu thereof;

e. All persons who are or were employed by Defendants in the state of California as hourly non exempt employees, within the statutory liability period, and were not timely paid all wages due and owed to them upon the termination of their employment with Defendants; and

f. All persons who are or were employed by Defendants in the state of

1 California as hourly non exempt employees, within the statutory liability period, and were not
2 provided with accurate and complete itemized wage statements.

3 22. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
4 or modify the class description with greater specificity or further division into subclasses or
5 limitation to particular issues.

6 23. This action has been brought and may properly be maintained as a class action
7 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
8 defined community of interest in the litigation and the proposed Class is easily ascertainable.

9 **A. Numerosity**

10 24. The potential members of the Class as defined are so numerous that joinder of all
11 the members of the Class is impracticable. While the precise number of Class Members has not
12 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
13 and/or during the relevant time period employed, approximately over 100 Non-Exempt
14 Employees in California who are or have been affected by Defendants' unlawful practices as
15 alleged herein.

16 **B. Commonality**

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

20 i. Whether Defendants violated Labor Code §§ 510, 1194 and applicable IWC Wage
21 Orders by failing to pay all earned wages including overtime compensation to Non- Exempt
22 Employees who worked in excess of eight (8) hours in a work day and/or more than forty (40)
23 hours in a workweek;

24 ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
25 failing to pay minimum wages for hours worked without pay. Labor Code §1197 provides that
26 employees are to be paid minimum wage for each hour worked, and cannot be averaged the
27 minimum and the payment of a lesser wage than the established is unlawful;
28

1 iii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC
2 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non- Exempt
3 Employees on days in which they worked in excess of 5 hours and/or 10 hours and failing to
4 compensate said employees one hour wages in lieu of meal periods;

5 iv. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
6 Wage Orders by failing to authorize and permit 10 minute rest periods to Non-Exempt
7 Employees for every four hours or major fraction thereof worked and failing to compensate said
8 employees one hours wages in lieu of rest periods;

9 v. Whether Defendants violated sections 201-203 of the Labor Code by failing to
10 pay all earned wages and/or premium wages due and owing at the time that any Class Members'
11 employment with Defendants terminated;

12 vi. Whether Defendants violated sections 226 of the Labor Code and applicable IWC
13 Wage Orders by failing to, among other violations, maintain accurate records of Non- Exempt
14 Employees' earned wages, work periods, meal periods and deductions;

15 vii. Whether Defendants violated section 17200 *et seq.* of the Business and
16 Professions Code by failing to pay proper minimum and/or overtime wages to Non- Exempt
17 Employees; failing to provide proper rest and/or meal periods and failing to pay compensation in
18 lieu thereof;; failing to pay wages due and owing at the time the employee's employment with
19 Defendants terminated failing to keep accurate records all in violation of Labor Code §§ 201,
20 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1199, and applicable IWC Wage Orders;

21 viii. Whether Defendants violated section 17200 *et seq.* of the Business and
22 Professions Code and Labor Code sections §§ 201, 202, 203, 204, 221,, 225, 226, 226.7, 510,
23 512, 1194, 1197, 1199 and applicable IWC Wage Orders which violation constitutes a violation
24 of fundamental public policy.

25 **C. Typicality**

26 26. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
27 and all members of the Class sustained injuries and damages arising out of and caused by
28

Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

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

E. Superiority of Class Action

28. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

29. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages
(Lab. Code §§ 510, 1194, 1199, 1197)
(Against All Defendants)

30. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

31. During the liability period, Defendants' policies, practices and work shift requirements resulted in Plaintiff and Non-Exempt Employees working "off the clock" and not receiving compensation for all earned wages including overtime and/or minimum wage in violation of California state wage and hour laws.

32. During the liability Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's regular rate of pay.

33. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees not receiving minimum wages for time spent working "off the clock" while subject to the control of Defendant all without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful.

34. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of compensation for all earned wages including minimum wage and overtime wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.

35. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, 512, IWC Wage Orders)
(Against All Defendants)

36. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

37. By their failure to provide 30 minute uninterrupted meal periods by the end of the fifth hour for days on which Non-Exempt employees work(ed) work periods in excess of 5 hours and failing to provide compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders. 37. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff and Class Members.

1 38. By failing to record and maintain adequate and accurate time records according to
2 sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class
3 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
4 and Class Members.

5 39. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
6 represent have been deprived of premium wages in amounts to be determined at trial, and are
7 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
8 §226.7.

9 40. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
10 described herein and below.

11 **Third Cause of Action**
12 Failure to Provide Rest Periods
13 Or Compensation in Lieu Thereof
14 (Lab. Code §§226.7, IWC Wage Orders)
15 (Against All Defendants)

16 41. Plaintiff repeats and incorporates herein by reference each and every allegation set
17 forth above, as though fully set forth herein.

18 42. By Defendant's failure to provide lawful ten (10) minute rest period for every
19 four hours or major fraction thereof worked per day by Non Exempt Employees, and failing to
20 provide compensation for such non-provided rest periods, as alleged above, Defendants willfully
21 violated the provisions of Labor Code section 226.7 and IWC applicable Wage Orders.

22 43. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
23 represent have been deprived of premium wages in amounts to be determined at trial, and are
24 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
25 §226.7.

26 44. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
27 described herein and below.

28 **Fourth Cause of Action**
 Failure to Timely Pay Wages Due At Termination
 (Lab. Code §§ 201-203)
 (Against All Defendants)

1 45. Plaintiff repeats and incorporates herein by reference each and every allegation set
2 forth above, as though fully set forth herein.

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

8 47. Affected class members are entitled to compensation for all forms of wages
9 earned, including overtime compensation and compensation for non provided rest and meal
10 periods but to date have not received such compensation therefore entitling them Labor Code
11 section 203 penalties.

12 48. More than 30 days have passed since Plaintiff and affected Class Members have
13 left Defendants' employ, and on information and belief, have not received payment pursuant to
14 Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned
15 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
16 section 203 for failure to pay legal wages.

17 49. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
18 described herein and below.

19 **Fifth Cause of Action**
20 Knowing and Intentional Failure to Comply With Itemized Employee
21 Wage Statement Provisions
22 (Lab. Code § 226(b))
23 (Against All Defendants)

24 50. Plaintiff repeats and incorporates herein by reference each and every allegation set
25 forth above, as though fully set forth herein

26 51. Section 226(a) of the California Labor Code requires Defendants to itemize in
27 wage statements all deductions from payment of wages and to accurately report total hours
28 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
Defendants to maintain time records showing, among others, when the employee begins and ends
each work period, meal periods, split shift intervals and total daily hours worked in an itemized

1 wage statement, and must show all deductions and reimbursements from payment of wages, and
2 accurately report total hours worked by Plaintiff and the members of the proposed class. On
3 information and belief, Defendants have failed to record all or some of the items delineated in
4 Industrial Wage Orders and Labor Code §226

5 52. Plaintiff and Class Members have been injured by Defendants' actions by
6 rendering them unaware of the full compensation to which they were entitled under applicable
7 provisions of the California Labor Code and applicable IWC Wage Orders.

8 53. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a
9 maximum of \$4,000.00 each for record-keeping violations.

10 54. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
11 described herein and below.

12 **Sixth Cause of Action**
13 Violation of Unfair Competition Law
14 (Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

15 55. Plaintiff repeats and incorporates herein by reference each and every allegation set
16 forth above, as though fully set forth herein.

17 56. Business & Professions Code Section 17200 provides:

18 As used in this chapter, unfair competition shall mean and include any **unlawful**,
19 **unfair** or fraudulent business act or practice and unfair, deceptive, untrue or
20 misleading advertising and any act prohibited by Chapter 1 (commencing with
21 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.)
22 (Emphasis added.)

23 57. Defendants' violations of the Labor Code and Wage Order provisions set forth
24 above constitute unlawful and/or unfair business acts or practices.

25 58. The actions of Defendants, as alleged within this Complaint, constitute false,
26 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
27 Business and Professions Code section 17200, *et seq.*
28

59. Plaintiff and Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein.

60. As a direct and proximate result of the unfair business practices of Defendants, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiff Class as a result of the business acts and practices described herein.

61. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code §203;
6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194; and
7. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: March 18, 2021

JAMES HAWKINS, APLC

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Attorneys for Plaintiff

Maybelyn Ugale