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**FILED**

MAY 10 2021

JAMES M. KIM, Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: J. Chen, Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12  
13 JULIE MELENDEZ, individually, and on  
14 behalf of other members of the general  
15 public similarly situated,

16 Plaintiff,

17 vs.

18 PRIMA MEDICAL FOUNDATION, a  
19 California corporation; MARIN GENERAL  
20 HOSPITAL, a California corporation; and  
21 DOES 1 through 10, inclusive,

22 Defendants.

Case No.: CIV-2100736

**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, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (4) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (5) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (6) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (7) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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

**Jury Trial Demanded**

1 Plaintiff Julie Melendez, 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 employees,  
3 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, hourly  
9 paid employees and received at least one wage statement and against whom one or more  
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision  
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)  
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,  
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court  
14 and will be established according to proof at trial. This Court has jurisdiction over this action  
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this  
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,  
17 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 jurisdiction  
21 over them by the California courts consistent with traditional notions of fair play and substantial  
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no  
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”  
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information  
25 and belief, two-thirds or more of the class members and Defendants are citizens of California  
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the  
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought  
28 against Defendants whose violations of California wage and hour laws form a significant basis

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

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

7 **THE PARTIES**

8 4. Plaintiff Julie Melendez is a resident of Vallejo, in Solano County, California.  
9 Defendants employed Plaintiff as an hourly paid, non-exempt Front Office Coordinator from  
10 approximately August 2019 to December 2020. Plaintiff worked for Defendants at their  
11 medical clinic located in San Rafael, California. During her employment, Plaintiff typically  
12 worked eight (8) hours or more per day, and five (5) days per week. Plaintiff's primary job  
13 duties included, without limitation, checking in patients, confirming the patient schedule,  
14 verifying patient health insurance, processing patient appointments, and cleaning and sanitizing  
15 the office.

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

20 6. MARIN GENERAL HOSPITAL was and is, upon information and belief, a  
21 California corporation, and at all times hereinafter mentioned, an employer whose employees  
22 are engaged throughout this county, the State of California, or the various states of the United  
23 States of America.

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

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1           8.       Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10  
2 were the partners, agents, owners, or managers of PRIMA MEDICAL FOUNDATION and  
3 MARIN GENERAL HOSPITAL at all relevant times.

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

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

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

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

1           13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,  
2 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class  
3 members because Defendants have:

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

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

22          15. PRIMA MEDICAL FOUNDATION; MARIN GENERAL HOSPITAL; and  
23 DOES 1 through 10 are therefore alter egos of each other.

24          16. Adherence to the fiction of the separate existence of Defendants would permit an  
25 abuse of the corporate privilege, and would promote injustice by protecting Defendants from  
26 liability for the wrongful acts committed by them under registered variations of the fictitious  
27 business name "MarinHealth Medical."

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17. Plaintiff further alleges, upon information and belief, that Defendants PRIMA MEDICAL FOUNDATION and MARIN GENERAL HOSPITAL are alter egos of each other for the following reasons:

(a) According to the Secretary of State's website, PRIMA MEDICAL FOUNDATION and MARIN GENERAL HOSPITAL share the same officers and directors, namely the same Chief Financial Officer Eric Brettner; and

(b) On information and belief, PRIMA MEDICAL FOUNDATION and MARIN GENERAL HOSPITAL utilize the same standardized employment forms and issue the same employment policies

## GENERAL ALLEGATIONS

18. Defendants operate one hospital and a network of numerous medical clinics in Northern California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and rest period policies, to employees throughout California.

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

20. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll

1 for departing employees in the same manner throughout the State of California, regardless of  
2 the manner in which each employee's employment ends.

3 21. Defendants continue to employ non-exempt or hourly paid employees in  
4 California.

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

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

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

15 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
16 should have known that Plaintiff and/or class members were entitled to be paid at a regular rate  
17 of pay, and corresponding overtime rate of pay, that included as eligible income all  
18 remuneration required by law, including but not limited to, all income derived from incentive  
19 pay, nondiscretionary bonuses, and/or other forms of compensation.

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

25 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
26 should have known that Plaintiff and/or class members were entitled to meal periods in  
27 accordance with the California Labor Code or payment of one (1) additional hour of pay at their  
28 regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute

1 meal periods and that Plaintiff and/or class members were not provided with all meal periods  
2 or payment of one (1) additional hour of pay at their regular rates of pay when they did not  
3 receive a timely, uninterrupted, thirty (30) minute meal period.

4 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
5 should have known that Plaintiff and class members were entitled to rest periods in accordance  
6 with the California Labor Code and applicable IWC Wage Order or payment of one (1)  
7 additional hour of pay at their regular rates of pay when they were not authorized and permitted  
8 to take a compliant rest period. In violation of the Labor Code, Plaintiff and class members  
9 were not authorized and permitted to take compliant rest periods, nor did Defendants provide  
10 Plaintiff and class members with payment of one (1) additional hour of pay at their regular rates  
11 of pay when they were not authorized and permitted to take a compliant rest period.

12 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
13 should have known that Plaintiff and class members were entitled to receive complete and  
14 accurate wage statements in accordance with California law. In violation of the California  
15 Labor Code, Plaintiff and class members were not provided complete and accurate wage  
16 statements.

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

21 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
22 should have known that Plaintiff and class members were entitled to timely payment of all  
23 wages earned upon termination of employment. In violation of the California Labor Code,  
24 Plaintiff and class members did not receive payment of all wages due, including, but not limited  
25 to, overtime wages, minimum wages, and/or rest period premiums, within permissible time  
26 periods.

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1           32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
2 should have known that Plaintiff and class members were entitled to timely payment of wages  
3 during their employment. In violation of the California Labor Code, Plaintiff and class members  
4 did not receive payment of all wages, including, but not limited to, overtime wages, minimum  
5 wages, and/or rest period premiums, within permissible time periods.

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

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

15          35. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
16 mentioned, Defendants knew or should have known that Defendants had a duty to provide  
17 Plaintiff and class members with written notice of the material terms of their employment with  
18 Defendants as required by the California Wage Theft Prevention Act, but willfully, knowingly,  
19 and intentionally failed to do so.

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

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(65) calendar days of the postmark date of the aggrieved employee's notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

41. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 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 the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

42. On March 5, 2021, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA

1 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case  
2 Number LWDA-CM-823787-21. A true and correct copy of Plaintiff's written notice to the  
3 LWDA and Defendants is attached hereto as "Exhibit 1."

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

7 44. Thus, Plaintiff has satisfied the administrative prerequisites under California  
8 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for  
9 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510,  
10 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5.

11 45. Labor Code section 558(a) provides "[a]ny employer or other person acting on  
12 behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
13 provision regulating hours and days of work in any order of the Industrial Welfare Commission  
14 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for  
15 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)  
16 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for  
17 each pay period for which the employee was underpaid. . . ." Labor Code section 558(c)  
18 provides "[t]he civil penalties provided for in this section are in addition to any other civil or  
19 criminal penalty provided by law."

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

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

26 48. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),  
27 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a  
28 private attorney general, seeks assessment and collection of civil penalties for herself, all other

aggrieved employees, and the State of California against Defendants 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.

#### **CLASS ACTION ALLEGATIONS**

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

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

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

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

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

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

53. Members of the Class and Subclass are referred to herein as "class members."

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

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

(a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;

(b) Whether Defendants failed to properly calculate the "regular rate" of pay on which Plaintiff's and/or class members' overtime rate of pay was

1 based;

2 (c) Whether Defendants failed to pay Plaintiff and class members at least  
3 minimum wages for all hours worked;

4 (d) Whether Defendants failed to provide Plaintiff and/or class members  
5 meal periods;

6 (e) Whether Defendants failed to authorize and permit Plaintiff and class  
7 members to take rest periods;

8 (f) Whether Defendants provided Plaintiff and class members with complete  
9 and accurate wage statements as required by California Labor Code  
10 section 226(a);

11 (g) Whether Defendants maintained accurate payroll records as required by  
12 California Labor Code section 1174(d);

13 (h) Whether Defendants failed to pay earned overtime wages, minimum  
14 wages, and rest period premiums due to Plaintiff and class members upon  
15 their discharge;

16 (i) Whether Defendants failed timely to pay overtime wages, minimum  
17 wages, and rest period premiums to Plaintiff and class members during  
18 their employment;

19 (j) Whether Defendants failed to pay Plaintiff and/or class members for the  
20 costs of mandatory physical examinations and/or drug testing;

21 (k) Whether Defendants failed to reimburse Plaintiff and class members for  
22 necessary and required business-related expenditures and/or losses  
23 incurred by them in the scope of their employment;

24 (l) Whether Defendants failed to provide written notice of information  
25 material to Plaintiff's and class members' employment with Defendants;

26 (m) Whether Defendants engaged in unlawful and unfair business practices in  
27 violation of California Business & Professions Code sections 17200, *et*  
28 *seq.*; and

- 1 (n) The appropriate amount of damages, restitution, or monetary penalties  
2 resulting from Defendants' violations of California law.

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

- 5 (a) Numerosity: The class members are so numerous that joinder of all  
6 members would be unfeasible and impractical. The membership of the  
7 entire class is unknown to Plaintiff at this time; however, the class is  
8 estimated to be greater than one hundred (100) individuals and the  
9 identity of such membership is readily ascertainable by inspection of  
10 Defendants' employment records.
- 11 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect  
12 the interests of each class member with whom she has a well-defined  
13 community of interest, and Plaintiff's claims (or defenses, if any) are  
14 typical of all class members as demonstrated herein.
- 15 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect  
16 the interests of each class member with whom she has a well-defined  
17 community of interest and typicality of claims, as demonstrated herein.  
18 Plaintiff acknowledges that she has an obligation to make known to the  
19 Court any relationship, conflicts or differences with any class member.  
20 Plaintiff's attorneys, the proposed class counsel, are versed in the rules  
21 governing class action discovery, certification, and settlement. Plaintiff  
22 has incurred, and throughout the duration of this action, will continue to  
23 incur costs and attorneys' fees that have been, are, and will be necessarily  
24 expended for the prosecution of this action for the substantial benefit of  
25 each class member.
- 26 (d) Superiority: The nature of this action makes the use of class action  
27 adjudication superior to other methods. A class action will achieve  
28 economies of time, effort, and expense as compared with separate

1 lawsuits, and will avoid inconsistent outcomes because the same issues  
2 can be adjudicated in the same manner and at the same time for the entire  
3 class.

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

### 13 **FIRST CAUSE OF ACTION**

#### 14 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime** 15 **(Against all Defendants)**

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

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

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

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1           60.     Specifically, the applicable IWC Wage Order provides that Defendants are and  
2 were required to pay Plaintiff and class members working more than eight (8) hours in a day or  
3 more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours  
4 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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

10          62.     California Labor Code section 510 codifies the right to overtime compensation  
11 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)  
12 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh  
13 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for  
14 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on  
15 the seventh (7th) day of work.

16          63.     During the relevant time period, Defendants willfully failed to pay all overtime  
17 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class  
18 members were not paid overtime premiums for all of the hours they worked in excess of eight  
19 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours  
20 in a week, because all hours worked were not recorded.

21          64.     First, during the relevant period, Defendants had a company-wide policy and/or  
22 practice of improperly rounding employees' clock-in and clock-out times in their timekeeping  
23 system to the nearest quarter (0.25) of an hour. Defendants' rounding policy resulted in the  
24 failure to compensate Plaintiff and class members fully for all hours worked, causing Plaintiff  
25 and class members to not be paid overtime wages for all of the overtime hours they actually  
26 worked. Defendants' policy of rounding is unfair and has, over time, resulted in the  
27 underpayment of wages to Plaintiff and class members. To the extent Defendants' rounding  
28 policy has taken away time worked that was eligible for overtime, Plaintiff and class members

1 were denied overtime pay for all hours worked.

2         65.       Second, during the relevant time period, Defendants have implemented, on a  
3 company-wide basis, an employer-imposed requirement that Plaintiff and class members  
4 complete COVID-19 self-health screenings before clocking in for their shifts. Specifically,  
5 Defendants required Plaintiff and class members to download an application on their  
6 smartphones and complete daily COVID-19 self-health screening questionnaires before being  
7 permitted to clock in at the start of their shifts. Each day, Defendants required Plaintiff and  
8 class members to login to a mobile application and complete a COVID-19 self-health screening  
9 before the start of their shifts. After completing the requisite self-health screening  
10 questionnaire, Defendants required Plaintiff and class members to take a screenshot of their  
11 completed screening results on their personal cellular phones and send the screenshot to  
12 Defendants' supervisors via text message.

13         66.       Plaintiff and class members followed Defendants' instructions and completed the  
14 required COVID-19 self-health screenings before being permitted to clock in for their shifts.  
15 Even though Defendants required mandatory COVID-19 self-health screenings, Defendants  
16 failed to provide Plaintiff and class members a mechanism to include this time worked on their  
17 time records. Thus, Defendants have suffered and/or permitted Plaintiff and class members to  
18 perform work for which they are not paid.

19         67.       Third, Defendants forced Plaintiff and class members to perform other work off-  
20 the-clock outside of their scheduled shifts, such as reviewing text messages from Defendants'  
21 management and responding to Defendants' management regarding workday duties and other  
22 work-related questions each morning prior to starting their shifts. Similar to the requisite pre-  
23 shift health screenings, Defendants did not provide Plaintiff and class members with any  
24 mechanism to record this time worked. Thus, Defendants have suffered and/or permitted  
25 Plaintiff and class members to perform work for which they are not paid.

26         68.       Defendants knew or should have known that as a result of these company-wide  
27 practices and/or policies, Plaintiff and class members were performing their assigned duties off-  
28 the-clock, and were suffered or permitted to perform work for which they were not paid.

1 Because Plaintiff and class members worked shifts of eight (8) hours a day or more or forty (40)  
2 hours a week or more, some of this off-the-clock work qualified for overtime premium pay.  
3 Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime  
4 hours they actually worked.

5 69. Defendants' failure to pay Plaintiff and class members the balance of overtime  
6 compensation as required by California law, violates the provisions of California Labor Code  
7 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class  
8 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,  
9 and attorneys' fees.

## 10 **SECOND CAUSE OF ACTION**

### 11 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 12 **Minimum Wages** 13 **(Against all Defendants)**

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

16 71. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,  
17 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the  
18 minimum wage to be paid to employees, and the payment of a wage less than the minimum so  
19 fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as "the time  
20 during which an employee is suffered or permitted to work for the employer, whether or not  
21 required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards  
22 Act." Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

23 72. As stated above, Defendants had a company-wide policy and/or practice of  
24 rounding Plaintiff's and class members' hourly clock-in and clock-out times in their  
25 timekeeping system to the nearest quarter hour, resulting in the failure to compensate them for  
26 all hours worked. As also stated, due to Defendants' mandated pre-shift COVID-19 self-health  
27 screenings, Plaintiff and class members performed work off-the-clock before their scheduled  
28 shifts. Additionally, Defendants' requirement that Plaintiff and class members review text

1 messages and respond to work-related questions from Defendants’ management prior to the  
2 start of their shifts also led to Plaintiff and class members performing work off-the-clock. As  
3 mentioned, Defendants failed to provide Plaintiff and class members with any mechanism to  
4 record the time they spent completing the mandated COVID-19 self-health screenings and  
5 responding to work-related questions from Defendants’ management before the start of their  
6 shifts. As a result, Plaintiff and class members were suffered or permitted to perform work for  
7 Defendants for which they were not paid.

8 73. Defendants did not pay minimum wages for all hours worked by Plaintiff and  
9 class members. To the extent that these off-the-clock hours did not qualify for overtime  
10 premium payment, Defendants did not pay at least minimum wages for those hours worked off-  
11 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

12 74. Defendants’ failure to pay Plaintiff and class members minimum wages violates  
13 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California  
14 Labor Code section 1194.2, Plaintiff and class members are entitled to recover liquidated  
15 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

### 16 **THIRD CAUSE OF ACTION**

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

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

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

24 77. At all relevant times, the applicable IWC Wage Order provides that “[e]very  
25 employer shall authorize and permit all employees to take rest periods, which insofar as  
26 practicable shall be in the middle of each work period” and that the “rest period time shall be  
27 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
28 hours or major fraction thereof” unless the total daily work time is less than three and one-half

1 (3 ½) hours.

2 78. At all relevant times, California Labor Code section 226.7 provides that no  
3 employer shall require an employee to work during any rest period mandated by an applicable  
4 order of the California IWC. To comply with its obligation to authorize and permit rest periods  
5 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer  
6 must “relinquish any control over how employees spend their break time, and relieve their  
7 employees of all duties—including the obligation that an employee remain on call. A rest  
8 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th  
9 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code  
10 section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1)  
11 additional hour of pay at their regular rates of pay for each work day that a required rest period  
12 was not authorized and permitted.

13 79. During the relevant time period, Defendants regularly failed to authorize and  
14 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour  
15 period worked or major fraction thereof. During the relevant time period, Defendants had a  
16 company-wide policy and/or practice of understaffing their hospital and medical clinics and  
17 assigning heavy workloads to Plaintiff and class members, which prevented them from being  
18 relieved of all duty to take compliant rest periods. Defendants also had a policy and/or practice  
19 of assigning strict deadlines to Plaintiff and class members by which they had to complete  
20 various tasks within their scheduled shifts, which further prevented Plaintiff and class members  
21 from being authorized and permitted to take compliant rest periods. For example, Defendants  
22 required Plaintiff to scan all patient privacy notices and EKGs by the end of each workday, but  
23 would not allow her to incur overtime if she had not completed the workload within her  
24 scheduled shift. Due to Defendants’ assigned deadlines and disallowance of overtime, Plaintiff  
25 worked through rest periods to complete her assigned tasks within her scheduled shift.

26 80. Defendants also failed to schedule rest periods, which, coupled with Defendants’  
27 understaffing, high workload coupled with deadlines, and failure to provide rest period  
28 coverage, further led to Plaintiff and class members not being authorized and permitted to take

1 rest periods.

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

8 82. As a result of Defendants' practices and policies, Plaintiff and class members  
9 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without  
10 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,  
11 throughout her employment, Plaintiff would regularly miss her rest periods because there was  
12 not sufficient rest period coverage to allow her to stop performing her duties. Instead, Plaintiff  
13 regularly continued to check in patients, tend to patients' questions, and perform health  
14 insurance verifications during rest periods.

15 83. Defendants have also engaged in a systematic, company-wide practice and/or  
16 policy of not paying rest period premiums owed when rest periods are not authorized and  
17 permitted.

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

22 **FOURTH CAUSE OF ACTION**

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

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

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1           86.     At all relevant times herein set forth, California Labor Code section 226(a)  
2 provides that every employer shall furnish each of his or her employees an accurate and  
3 complete itemized wage statement in writing, including, but not limited to, the name and address  
4 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,  
5 and all applicable rates of pay.

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

13           88.     Because Defendants did not accurately record the time Plaintiff and Subclass  
14 members spent working off-the-clock and improperly rounded Plaintiff's and Subclass  
15 members' total hours worked, Defendants did not list the correct amount of gross wages and net  
16 wages earned by Plaintiff and Subclass members in compliance with section 226(a)(1) and  
17 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours  
18 worked by Plaintiff and Subclass members in violation of section 226(a)(2), and failed to list  
19 the applicable hourly rates of pay in effect during the pay period and corresponding accurate  
20 number of work hours worked at each hourly rate in violation of section 226(a)(9).

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

1           90. California Labor Code section 1174(d) provides that “[e]very person employing  
2 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees  
3 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the  
4 plants or establishments at which employees are employed, payroll records showing the hours  
5 worked daily by and the wages paid to, and the number of piece-rate units earned by and any  
6 applicable piece rate paid to, employees employed at the respective plants or  
7 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),  
8 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass  
9 members showing the daily hours they worked and the wages paid thereto as a result of failing  
10 to record the off-the-clock hours that they worked and improperly rounding Plaintiff’s and  
11 Subclass members’ total hours worked.

12           91. California Labor Code section 1198 provides that the maximum hours of work  
13 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set  
14 forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment  
15 of any employees for longer hours than those fixed by the order or under conditions of labor  
16 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers  
17 are required to keep accurate time records showing when the employee begins and ends each  
18 work period. During the relevant time period, Defendants failed, on a company-wide basis, to  
19 keep accurate records of work period start and stop times for Plaintiff and Subclass members,  
20 in violation of section 1198.

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

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**FIFTH CAUSE OF ACTION**  
**Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**  
**Termination**  
**(Against all Defendants)**

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

94. At all times relevant herein set forth, Labor Code sections 201 and 202 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 his or her employment, his 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 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

95. On information and belief, Defendants had a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff was terminated on or about December 19, 2020. However, Defendants did not tender Plaintiff's final pay, including paid time off due to Plaintiff, until on or after December 24, 2020. Thus, Defendants failed to pay Plaintiff her final wages immediately, in violation of Labor Code section 201.

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

97. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the

1 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a  
2 thirty (30) day maximum pursuant to California Labor Code section 203.

3 **SIXTH CAUSE OF ACTION**

4 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**  
5 **Employment**  
6 **(Against all Defendants)**

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

9 99. This cause of action is dependent upon, and wholly derivative of, the overtime  
10 wages, minimum wages, and/or rest period premiums, that were not timely paid to Plaintiff and  
11 those class members.

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

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

21 102. At all times relevant herein, Labor Code section 204 provides that all wages  
22 earned for labor in excess of the normal work period shall be paid no later than the payday for  
23 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section  
24 204 provides that the requirements of this section are deemed satisfied by the payment of wages  
25 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)  
26 calendar days following the close of the payroll period.

27 103. During the relevant time period, Defendants willfully failed to pay Plaintiff and  
28 class members all wages due including, but not limited to, overtime wages, minimum wages,

1 and rest period premiums, within the time periods specified by California Labor Code section  
2 204.

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

## 6 SEVENTH CAUSE OF ACTION

### 7 Violation of California Labor Code § 2802—Unpaid Business-Related Expenses 8 (Against all Defendants)

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

11 106. At all times herein set forth, California Labor Code section 2802 provides that  
12 an employer must reimburse employees for all necessary expenditures and losses incurred by  
13 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is  
14 to prevent employers from passing off their cost of doing business and operating expenses on  
15 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144  
16 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen tools or  
17 equipment are required by the employer or are necessary to the performance of a job, such tools  
18 and equipment shall be provided and maintained by the employer, except that an employee  
19 whose wages are at least two (2) times the minimum wage provided herein may be required to  
20 provide and maintain hand tools and equipment customarily required by the trade or craft."

21 107. During the relevant time period, Defendants had a company-wide policy of  
22 requiring Plaintiff and class members to utilize their own personal cellular phones and cellular  
23 data to carry out their job duties, but Defendants failed to reimburse them for the costs of their  
24 work-related cellular phone expenses. Plaintiff and class members were required to use their  
25 personal cellular phones to complete their work-related tasks, such as completing and  
26 submitting Defendants' mandatory COVID-19 self-health screenings and reviewing and  
27 responding to communications from Defendants' management sent to their personal cellular  
28 phones.

1           108. Specifically, Defendants required Plaintiff and class members to download an  
2 application to their smartphones and complete COVID-19 self-health questionnaires each day  
3 before their shifts using their personal cellular phones. After completing the mandatory self-  
4 health screening questionnaire, Defendants instructed Plaintiff and class members to take a  
5 screenshot of the completed self-health screening results and send the screenshot to Defendants'  
6 management via a group text message. Additionally, Plaintiff was required to use her personal  
7 cellular phone during work to check on the status of other co-workers' COVID-19 self-health  
8 screening submissions. Defendants' management also engaged in a regular practice of sending  
9 Plaintiff and class members overview communications prior to the start of the workday and  
10 expected and required Plaintiff and class members to review and respond to these  
11 communications via their personal cellular phones. Although Defendants required Plaintiff and  
12 class members to utilize their personal cellular phones to carry out their work-related  
13 responsibilities, Defendants failed to reimburse them for this cost.

14           109. Defendants could have provided Plaintiff and class members with the actual tools  
15 for use on the job, such as company phones, or Defendants could have fully reimbursed  
16 employees for the costs of their cellular phone usage. Instead, Defendants passed these  
17 operating costs off onto Plaintiff and class members. At all relevant times, Plaintiff did not earn  
18 at least two (2) times the minimum wage.

19           110. Defendants' company-wide policy and/or practice of passing on their operating  
20 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants  
21 have intentionally and willfully failed to reimburse Plaintiff and other class members for  
22 necessary business-related expenses and costs.

23           111. Plaintiff and class members are entitled to recover from Defendants their  
24 business-related expenses incurred during the course and scope of their employment, plus  
25 interest.

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1 **EIGHTH CAUSE OF ACTION**

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

3 **(Against all Defendants)**

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

6 113. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover  
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section  
8 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5, 226(a),  
9 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)  
10 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of  
11 those Labor Code sections not found in section 2699.5, including sections 516 1182.12, and  
12 2810.5.

13 114. Defendants’ conduct, as alleged herein, violates numerous sections of the  
14 California Labor Code, including, but not limited to, the following:

- 15 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC  
16 Wage Order for Defendants’ failure to compensate Plaintiff and other  
17 aggrieved employees with all required overtime pay and failure to  
18 properly calculate the overtime rates paid to other aggrieved employees,  
19 as alleged herein;
- 20 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and  
21 the applicable IWC Wage Order for Defendants’ failure to compensate  
22 Plaintiff and other aggrieved employees with at least minimum wages for  
23 all hours worked, as alleged herein;
- 24 (c) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the  
25 applicable IWC Wage Order for Defendants’ failure to provide other  
26 aggrieved employees with meal periods, as set forth below;
- 27 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable  
28 IWC Wage Order for Defendants’ failure to authorize and permit Plaintiff

- 1 and other aggrieved employees to take rest periods, as alleged herein;
- 2 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
- 3 Wage Order for failure to provide accurate and complete wage statements
- 4 to Plaintiff and other aggrieved employees, as alleged herein;
- 5 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable IWC
- 6 Wage Order for failure to maintain payroll records, as alleged herein;
- 7 (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay
- 8 Plaintiff and other aggrieved employees all earned wages upon
- 9 termination, as alleged herein;
- 10 (h) Violation of Labor Code section 204 for failure to pay all earned wages
- 11 during employment to Plaintiff and aggrieved employees, as alleged
- 12 herein;
- 13 (i) Violation of Labor Code section 222.5 for failing to compensate other
- 14 aggrieved employees for mandatory physical examinations and/or drug
- 15 testing, as set forth below;
- 16 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
- 17 and aggrieved employees for all business expenses necessarily incurred,
- 18 as alleged herein; and
- 19 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
- 20 provide written notice of information material to Plaintiff and other
- 21 aggrieved employees' employment with Defendants, as set forth below.

22 115. At all relevant times herein set forth, the applicable IWC Wage Order provides

23 that Defendants are and were required to pay other aggrieved employees working more than

24 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and

25 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)

26 hours in a workweek. The applicable IWC Wage Order further provides that Defendants are and

27 were required to pay other aggrieved employees working more than twelve (12) hours in a day,

28 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's

1 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the  
2 employee, including nondiscretionary bonuses and incentive pay.

3 116. On information and belief, Defendants did not pay other aggrieved employees  
4 the correct overtime rates for the recorded overtime hours that they generated. In addition to an  
5 hourly wage, Defendants paid other aggrieved employees incentive pay, nondiscretionary  
6 bonuses, and/or other forms of remuneration. However, in violation of the California Labor  
7 Code, Defendants failed to incorporate all remunerations, including incentive pay and/or  
8 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of  
9 calculating the overtime wage rates. Therefore, during times when other aggrieved employees  
10 worked overtime and received these other forms of pay, Defendants failed to pay all overtime  
11 wages by paying a lower overtime rate than required.

12 117. Therefore, during times when other aggrieved employees worked overtime and  
13 received these other forms of pay, Defendants failed to pay all overtime wages by paying a  
14 lower overtime rate than required. Other aggrieved employees are therefore entitled to recover  
15 civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

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

23 119. At all relevant times herein set forth, California Labor Code sections 226.7,  
24 512(a), 516, and 1198 provide that no employer shall require an employee to work during any  
25 meal period mandated by an applicable order of the IWC.

26 120. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and  
27 the applicable IWC Wage Order also require employers to provide a second meal period of not  
28 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an

1 employee one (1) additional hour of pay at the employee's regular rate, except that if the total  
2 hours worked is no more than twelve (12) hours, the second meal period may be waived by  
3 mutual consent of the employer and the employee only if the first meal period was not waived.

4 121. Upon information and belief, Defendants had, and continue to have, a company-  
5 wide policy and/or practice of understaffing their locations while assigning heavy workloads  
6 and strict deadlines. These company-wide practices resulted in a lack of meal period coverage  
7 and prevented other aggrieved employees from taking all timely, uninterrupted meal periods to  
8 which they were entitled.

9 122. Defendants' practices and policies prevented other aggrieved employees from  
10 taking all compliant meal periods to which they were entitled. As a result, other aggrieved  
11 employees would be forced to work in excess of five (5) hours before taking a meal period and,  
12 at times, had their meal periods interrupted and/or had to forgo their meal periods altogether.

13 123. At all times herein mentioned, Defendants knew or should have known that, as a  
14 result of these policies, other aggrieved employees were prevented from being relieved of all  
15 duties and required to perform some of their assigned duties during meal periods. Defendants  
16 further knew or should have known that Defendants did not pay other aggrieved employees  
17 meal period premium wages when meal periods were late, interrupted, shortened, or missed.

18 124. Furthermore, Defendants engaged in a company-wide practice and/or policy of  
19 not paying all meal period premiums owed when compliant meal periods are not provided.  
20 Because of this practice and/or policy, other aggrieved employees have not received premium  
21 pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants  
22 did pay other aggrieved employees for missed, late, and interrupted meal periods, Defendants  
23 did not pay other aggrieved employees at the correct rate of pay for premiums because  
24 Defendants systematically failed to include all forms of compensation, such as incentive pay,  
25 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a  
26 result, Defendants failed to provide other aggrieved employees compliant meal periods in  
27 violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full  
28 meal period premiums due.

1           125. Defendants' conduct violates the applicable IWC Wage Order, and California  
2 Labor Code sections 226.7, 512(a), 516, and 1198. Other aggrieved employees are therefore  
3 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and  
4 (g).

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

8           127. During the relevant time period, Defendants implemented, on a company-wide  
9 basis, an employer-imposed requirement that other aggrieved employees undergo a mandatory  
10 physical examination and/or drug test and/or tuberculin (TB) testing, but required them to do so  
11 at their own expense. Upon information and belief, Defendants had a company-wide policy  
12 requiring that all employees travel to a specified medical facility using their own personal  
13 vehicles to undergo physical examinations, drug testing, and/or TB testing. At all times,  
14 Defendants were in control of scheduling the date and time for the examinations and/or testing,  
15 selecting the provider/facility where the examinations and/or testing were to take place, and  
16 determining the scope of the examinations and/or testing.

17           128. However, Defendants did not compensate other aggrieved employees for the time  
18 they spent traveling to and from their drug tests, physical examinations, and/or TB testing, for  
19 the time they spent undergoing the testing and/or examinations, or reimburse them for the travel  
20 expenses they incurred getting to and from the medical facilities. Defendants' policy and/or  
21 practice of not paying for all costs other aggrieved employees incurred obtaining mandatory  
22 physical examinations, drug testing, and/or TB testing is in violation of California Labor Code  
23 section 222.5. Other aggrieved employees are therefore entitled to recover civil penalties  
24 pursuant to Labor Code sections 2699(a), (f), and (g).

25           129. California's Wage Theft Prevention Act was enacted to ensure that employers  
26 provide employees with basic information material to their employment relationship at the time  
27 of hiring, and to ensure that employees are given written and timely notice of any changes to  
28 basic information material to their employment. Codified at California Labor Code section

1 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must  
2 provide written notice to employees containing basic and material payroll information,  
3 including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour,  
4 shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the  
5 regular payday designated by the employer, and any allowances claims as part of the minimum  
6 wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

7 130. During the relevant time period, Defendants failed to provide Plaintiff and other  
8 aggrieved employees with written notice that lists all the requisite information set forth in Labor  
9 Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other aggrieved  
10 employees with written notice of basic information regarding their employment with  
11 Defendants is in violation of Labor Code section 2810.5. Plaintiff and other aggrieved  
12 employees are therefore entitled to recover civil penalties pursuant to Labor Code sections  
13 2699(a), (f), and (g).

#### 14 **NINTH CAUSE OF ACTION**

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

#### 16 **Unlawful Business Practices**

#### 17 **(Against all Defendants)**

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

20 132. Defendants are "persons" as defined by California Business & Professions Code  
21 sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or  
22 associations.

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

28 ///

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

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

- 7           (a) Requiring non-exempt, hourly paid employees, including Plaintiff and  
8 class members, to work overtime without paying them proper  
9 compensation in violation of California Labor Code sections 510 and  
10 1198 and the applicable IWC Wage Order, as alleged herein;
- 11          (b) Failing to pay at least minimum wage to Plaintiff and class members in  
12 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,  
13 and 1198 and the applicable IWC Wage Order, as alleged herein;
- 14          (c) Failing to authorize and permit Plaintiff and class members to take  
15 uninterrupted rest periods in violation of California Labor Code sections  
16 226.7, 516, 1198, and the applicable IWC Wage Order, as alleged herein;
- 17          (d) Failing to provide Plaintiff and class members with accurate wage  
18 statements and failing to maintain accurate payroll records in violation of  
19 California Labor Code sections 226(a), 1174(d), 1198, and the applicable  
20 IWC Wage Order, as alleged herein;
- 21          (e) Failing timely to pay all earned wages to Plaintiff and class members in  
22 violation of California Labor Code section 204 and the applicable IWC  
23 Wage Order, as alleged herein;
- 24          (f) Failing to reimburse Plaintiff and class members for all business expenses  
25 necessarily incurred in violation of California Labor Code section 2802,  
26 as alleged herein; and
- 27          (g) Failing to provide written notice of information material to Plaintiff's and  
28 class members' employment with Defendants in violation of Labor Code

1 section 2810.5(a)(1)(A)-(C), as set forth below.

2 136. At all relevant times herein, California’s Wage Theft Prevention Act was enacted  
3 to ensure that employers provide employees with basic information material to their  
4 employment relationship at the time of hiring, and to ensure that employees are given written  
5 and timely notice of any changes to basic information material to their employment. Codified  
6 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the  
7 time of hiring, an employer must provide written notice to employees containing basic and  
8 material payroll information, including, among other things, the rate(s) of pay and basis thereof,  
9 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including  
10 any rates for overtime, the regular payday designated by the employer, and any allowances  
11 claims as part of the minimum wage, including meal or lodging allowances. Labor Code §  
12 2810.5(a)(1)(A)-(C).

13 137. At all relevant times, on information and belief, Defendants failed, on a  
14 company-wide basis, to provide written notice to Plaintiff and class members that lists the  
15 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants’ failure  
16 to provide Plaintiff and class members with written notice of basic information regarding their  
17 employment with Defendants is in violation of Labor Code section 2810.5.

18 138. As a result of the violations of California law herein described, Defendants  
19 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have  
20 suffered pecuniary loss by Defendants’ unlawful business acts and practices alleged herein.

21 139. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
22 Plaintiff and class members are entitled to restitution of the wages withheld and retained by  
23 Defendants during a period that commences four years prior to the filing of this complaint; a  
24 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and  
25 class members; and an award of attorneys’ fees pursuant to California Code of Civil Procedure  
26 section 1021.5 and other applicable laws; and an award of costs.

27 ///

28 ///

1 **TENTH CAUSE OF ACTION**

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

3 **Unfair Business Practices**

4 **(Against all Defendants)**

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

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

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

15 143. Defendants’ activities, namely Defendants’ company-wide practice and/or policy  
16 of not paying Plaintiff and class members all rest period premium wages due to them under  
17 Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee  
18 and enhanced enforcement implemented by section 226.7. The statutory remedy provided by  
19 section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and  
20 secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th  
21 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and  
22 class members as part of their employment with Defendants, and thus Defendants’ practice  
23 and/or policy of denying these statutory benefits constitutes an unfair business practice in  
24 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

25 144. A violation of California Business & Professions Code sections 17200, *et seq.*  
26 may be predicated on any unfair business practice. In the instant case, Defendants’ policies and  
27 practices have violated the spirit of California’s rest period laws and constitute acts against the  
28 public policy behind these laws.

1           145. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
2 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory  
3 benefits implemented by section 226.7 withheld and retained by Defendants during a period that  
4 commences four years prior to the filing of this complaint; a permanent injunction requiring  
5 Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class  
6 members; an award of attorneys' fees pursuant to California Code of Civil Procedure section  
7 1021.5 and other applicable laws; and an award of costs.

8                                   **REQUEST FOR JURY TRIAL**

9           Plaintiff requests a trial by jury.

10                                  **PRAYER FOR RELIEF**

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

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

16                                  **Class Certification**

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

20                                  **As to the First Cause of Action**

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

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

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

28       ///

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

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

5                               **As to the Second Cause of Action**

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

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

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

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

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

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

18                               **As to the Third Cause of Action**

19          16.    That the Court declare, adjudge and decree that Defendants violated California  
20 Labor Code sections 226.7, 516, and 1198 and applicable IWC Wage Order by willfully failing  
21 to authorize and permit Plaintiff and class members to take all rest periods;

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

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

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

28       ///

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

3           21.     For attorneys' fees pursuant to California Code of Civil Procedure section  
4 1021.5, or as otherwise provided by law; and

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

7                                   **As to the Fourth Cause of Action**

8           23.     That the Court declare, adjudge and decree that Defendants violated the  
9 recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage  
10 Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized  
11 wage statements thereto;

12           24.     For all actual, consequential, and incidental losses and damages, according to  
13 proof;

14           25.     For injunctive relief pursuant to California Labor Code section 226(h);

15           26.     For statutory penalties pursuant to California Labor Code section 226(e);

16           27.     For attorneys' fees and costs pursuant to California Labor Code section  
17 226(e)(1); and

18           28.     For such other and further relief as the Court may deem equitable and  
19 appropriate.

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

21           29.     That the Court declare, adjudge and decree that Defendants violated California  
22 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,  
23 and/or rest period premiums owed at the time of termination of the employment of Plaintiff and  
24 other terminated class members;

25           30.     For all actual, consequential and incidental losses and damages, according to  
26 proof;

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

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

3           33.     For attorneys' fees pursuant to California Code of Civil Procedure section  
4 1021.5, or as otherwise provided by law; and

5           34.     For such other and further relief as the Court may deem equitable and  
6 appropriate.

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

8           35.     That the Court declare, adjudge and decree that Defendants violated California  
9 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime  
10 wages, minimum wages, and/or rest period premiums during their employment;

11          36.     For all actual, consequential and incidental losses and damages, according to  
12 proof;

13          37.     For statutory penalties according to proof pursuant to California Labor Code  
14 section 210;

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

17          39.     For attorneys' fees pursuant to California Code of Civil Procedure section  
18 1021.5, or as otherwise provided by law; and

19          40.     For such other and further relief as the Court may deem equitable and  
20 appropriate.

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

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

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

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

1           44.     For all actual, consequential, and incidental losses and damages, according to  
2 proof;

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

5           46.     For such other and further relief as the Court may deem equitable and  
6 appropriate.

7                           **As to the Eighth Cause of Action**

8           47.     That the Court declare, adjudge and decree that Defendants violated the  
9 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:  
10 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and  
11 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and  
12 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and  
13 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage  
14 statements and maintain accurate payroll records); 201, 202, and 203 (by failing timely to pay  
15 all earned wages upon termination); 204 (by failing timely to pay all earned wages during  
16 employment); 222.5 (by failing to pay the costs of mandatory physical examinations and/or  
17 drug testing; 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to  
18 provide written notice of information material to employment);

19           48.     For civil penalties pursuant to California Labor Code sections 210, 226.3, 256,  
20 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California Labor Code sections  
21 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,  
22 1197.1, 1198, 2802 and 2810.5.

23           49.     For attorneys' fees and costs pursuant to California Labor Code section  
24 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California  
25 Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d),  
26 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5.

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

28 ///

1           51. For such other and further relief as the Court may deem equitable and  
2 appropriate.

3                           **As to the Ninth Cause of Action**

4           52. That the Court declare, adjudge and decree that Defendants' conduct of failing  
5 to provide Plaintiff and class members all overtime wages due to them, failing to provide  
6 Plaintiff and class members all minimum wages due to them, failing to authorize and permit  
7 Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class  
8 members accurate and complete wage statements, failing to maintain accurate payroll records  
9 for Plaintiff and class members, failing timely to pay Plaintiff and class members all earned  
10 wages during employment, failing to reimburse Plaintiff and class members for business-related  
11 expenses, and failing to provide written notice of information material to employment,  
12 constitutes an unlawful business practice in violation of California Business and Professions  
13 Code sections 17200, *et seq.*;

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

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

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

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

24                           **As to the Tenth Cause of Action**

25           57. That the Court declare, adjudge and decree that Defendants' conduct of denying  
26 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an  
27 unfair business practice in violation of California Business and Professions Code sections  
28 17200, *et seq.*;

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

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

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

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

11          62.     For such other and further relief as the Court may deem equitable and  
12 appropriate.

13  
14 Dated: May 10, 2021

Respectfully submitted,  
Capstone Law APC

15  
16  
17 By: \_\_\_\_\_

  
Bevin Allen Pike  
Orlando Villalba  
Helga Hakimi  
Roxanna Tabatabaeepour

Attorneys for Julie Melendez

**EXHIBIT “1”**

ANTHONY CASTILLO  
310.712.8142 Direct  
Anthony.Castillo@capstonelawyers.com

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March 5, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency  
ATTN: PAGA Administrator  
(<https://dir.tfaforms.net/308>)

Subject: *Julie Melendez v. Prima Medical Foundation, et al.*

Dear PAGA Administrator:

This office represents Julie Melendez in connection with her claims under the California Labor Code. Ms. Melendez was an employee of PRIMA MEDICAL FOUNDATION and/or MARIN GENERAL HOSPITAL. For the purpose of this letter, Ms. Melendez collectively refers to these entities as “MARINHEALTH.”

The employers may be contacted directly at the addresses below:

PRIMA MEDICAL FOUNDATION  
9 COMMERCIAL BLVD., SUITE 200  
NOVATO CA 94949

MARIN GENERAL HOSPITAL  
PO BOX 8010  
SAN RAFAEL CA 94912

MARIN GENERAL HOSPITAL  
250 BON AIR ROAD  
GREENBRAE CA 94904

Ms. Melendez 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. Melendez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by MARINHEALTH 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.

MARINHEALTH employed Ms. Melendez as a non-exempt, hourly paid Front Desk Coordinator from approximately August 2019 to December 2020. Ms. Melendez worked for MARINHEALTH at its medical clinic located in San Rafael, California. She typically worked eight (8) hours or more per day and five (5) days per week. At the time her employment ended, Ms. Melendez was compensated approximately \$21.53 per hour. Her job duties included, without limitation, checking in patients,

confirming the patient schedule, verifying patient health insurance, processing patient appointments, and cleaning and sanitizing the office.

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

### **MARINHEALTH’s Company-Wide and Uniform Payroll and HR Practices**

PRIMA MEDICAL FOUNDATION and MARIN GENERAL HOSPITAL are California corporations and operate at least one hospital and a network of numerous medical clinics in Northern California. Upon information and belief, MARINHEALTH maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Novato or Greenbrae, California, for all non-exempt, hourly paid employees working for MARINHEALTH in California, including Ms. Melendez and other aggrieved employees. At all relevant times, MARINHEALTH issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Melendez and other aggrieved employees, regardless of their location or position.

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

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<sup>1</sup> These facts, theories, and claims are based on Ms. Melendez’s experience and counsel’s review of those records currently available relating to Ms. Melendez’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. Melendez 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.

MARINHEALTH willfully failed to pay all overtime wages owed to Ms. Melendez and other aggrieved employees. During the relevant time period, Ms. Melendez 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 (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, MARINHEALTH had a company-wide policy and/or practice of improperly rounding employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. MARINHEALTH's rounding policy resulted in the failure to compensate Ms. Melendez and other aggrieved employees fully for all hours worked, causing Ms. Melendez and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. MARINHEALTH's policy of rounding is unfair and has, over time, resulted in the underpayment of wages to Ms. Melendez and other aggrieved employees. To the extent MARINHEALTH's rounding policy has taken away time worked that was eligible for overtime, Ms. Melendez and other aggrieved employees were denied overtime pay for all hours worked.

Second, during the relevant time period, MARINHEALTH has implemented, on a company-wide basis, an employer-imposed requirement that Ms. Melendez and other aggrieved employees complete COVID-19 self-health screenings before clocking in for their shifts. Specifically, MARINHEALTH required Ms. Melendez and other aggrieved employees to download an application on their smartphones and complete daily COVID-19 self-health screening questionnaires before being permitted to clock in at the start of their shifts. Each day, MARINHEALTH required Ms. Melendez and other aggrieved employees to log into a mobile application and complete a COVID-19 self-health screening before the start of their shifts. After completing the requisite self-health screening questionnaire, MARINHEALTH required Ms. Melendez and other aggrieved employees to take a screenshot of their completed screening results on their personal cellular phones and send the screenshot to MARINHEALTH's supervisors via text message.

Ms. Melendez and other aggrieved employees followed MARINHEALTH's instructions and completed the required COVID-19 self-health screenings before being permitted to clock in for their shifts. Even though MARINHEALTH required mandatory COVID-19 self-health screenings, MARINHEALTH failed to provide Ms. Melendez and other aggrieved employees a mechanism to include this time worked on their time records. Thus, MARINHEALTH has suffered and/or permitted Ms. Melendez and other aggrieved employees to perform work for which they are not paid.

Third, MARINHEALTH forced Ms. Melendez and other aggrieved employees to perform other work off-the-clock outside of their scheduled shifts, such as reviewing text messages from MARINHEALTH's management each morning prior to starting their shifts and responding to them regarding workday duties and other work-related questions. Similar to the requisite pre-shift health screenings, MARINHEALTH did not provide Ms. Melendez and other aggrieved employees with any mechanism to record this time worked. Thus, MARINHEALTH has suffered and/or permitted Ms. Melendez and other aggrieved employees to perform work for which they are not paid.

Fourth, during the relevant period, MARINHEALTH had, and continues to have, a company-wide policy and/or practice of understaffing its hospital and medical clinics and assigning heavy workloads, which resulted in a failure to provide other aggrieved employees with adequate meal period coverage. MARINHEALTH also had a policy and/or practice of assigning strict deadlines to other aggrieved employees by which they had to complete various tasks within their scheduled shifts, which further prevented other aggrieved employees from taking meal periods. As a result, other

aggrieved employees missed meal periods and/or had their meal periods interrupted, but were not compensated for this time.

MARINHEALTH knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Melendez and other aggrieved employees were performing their assigned duties off-the-clock and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Melendez and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, much of this off-the-clock work qualified for overtime premium pay.

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

MARINHEALTH's failure to pay Ms. Melendez 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. Ms. Melendez 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 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 stated above, MARINHEALTH had a company-wide policy and/or practice of rounding Ms. Melendez's and other aggrieved employees' hourly clock-in and clock-out times in its timekeeping system to the nearest quarter hour, resulting in the failure to compensate them for all hours worked. As also stated, due to MARINHEALTH's mandated pre-shift COVID-19 self-health screenings, Ms. Melendez and other aggrieved employees performed work off-the-clock before their scheduled shifts. Additionally, MARINHEALTH's requirement that Ms. Melendez and other aggrieved employees review text messages and respond to work-related questions from MARINHEALTH's management prior to the start of their shifts and also led to Ms. Melendez and other aggrieved employees performing work off-the-clock. As mentioned, MARINHEALTH failed to provide Ms. Melendez and other aggrieved employees with any mechanism to record the time they spent completing the mandated COVID-19 self-health screenings and responding to work-related questions from MARINHEALTH's management before the start of their shifts. As a result, Ms. Melendez and other aggrieved employees were suffered or permitted to perform work for MARINHEALTH for which

they were not paid. In addition, due to MARINHEALTH's company-wide understaffing while assigning heavy workloads and strict deadlines, and resultant lack of meal period coverage, other aggrieved employees were forced to forego meal periods and/or had their meal periods interrupted by work.

Moreover, MARINHEALTH maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time to undergo mandatory drug testing, physical examinations, and/or tuberculin (TB) testing. At all times, MARINHEALTH 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. MARINHEALTH gave other aggrieved employees strict instructions to obtain testing and/or physical examinations, and other aggrieved employees underwent the testing and/or examinations for the sole benefit of MARINHEALTH. However, MARINHEALTH did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory drug testing, physical examinations, and/or TB testing.

Thus, MARINHEALTH did not pay minimum wages for all hours worked by Ms. Melendez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, MARINHEALTH 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, MARINHEALTH regularly failed to pay at least minimum wages to Ms. Melendez 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. Melendez 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 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.

As stated, MARINHEALTH had, and continues to have, uniform policies and/or practices of understaffing its locations while assigning heavy workloads and strict deadlines, which resulted in a

lack of meal period coverage and prevented other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result of MARINHEALTH's practices and/or policies, other aggrieved employees had to work through part or all of their meal periods, have their meal periods interrupted, and/or wait extended periods of time before taking meal periods. Further, MARINHEALTH did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, MARINHEALTH knew or should have known that as a result of its policies, other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. MARINHEALTH further knew or should have known that it did not pay other aggrieved employees meal period premium wages when meal periods were late, interrupted, shortened, or missed.

Furthermore, MARINHEALTH engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that MARINHEALTH did pay other aggrieved employees for missed, late, and interrupted meal periods, MARINHEALTH did not pay other aggrieved employees at the correct rate of pay for premium wages because MARINHEALTH systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, MARINHEALTH failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. 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 sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide 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. 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, MARINHEALTH regularly failed to authorize and permit Ms. Melendez 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, during the relevant time period, MARINHEALTH had a company-wide policy and/or practice of understaffing its hospital and medical clinics and assigning heavy workloads to Ms. Melendez and other aggrieved employees, which prevented them from being relieved of all duty to take compliant rest periods. MARINHEALTH also had a policy and/or practice of assigning strict deadlines to Ms. Melendez and other aggrieved employees by which they had to complete various tasks within their scheduled shifts, which further prevented Ms. Melendez and other aggrieved employees from being authorized and permitted to take compliant rest periods. For example, MARINHEALTH required Ms. Melendez to scan all patient privacy notices and EKGs by the end of each workday, but would not allow her to incur overtime if she had not completed the workload within her scheduled shift. Due to MARINHEALTH's assigned deadlines and disallowance of overtime, Ms. Melendez worked through rest periods to complete her assigned tasks within her scheduled shift.

MARINHEALTH also failed to schedule rest periods, which, coupled with MARINHEALTH's understaffing, high workload coupled with deadlines, and failure to provide rest period coverage, further led to Ms. Melendez and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, MARINHEALTH maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Melendez and/or other aggrieved employees remain on the work premises during their rest periods. Upon information and belief, MARINHEALTH's company-wide on-premises rest period policy prevented Ms. Melendez and/or other aggrieved employees from being relieved of all duties for rest periods and caused them to perform work during rest periods.

As a result of MARINHEALTH's practices and policies, Ms. Melendez 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. Melendez would regularly miss her rest periods because there was not sufficient rest period coverage to allow her to stop performing her duties. Instead, Ms. Melendez regularly continued to check in patients, tend to patients' questions, and perform health insurance verifications during rest periods.

MARINHEALTH 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 or permitted. Because of this practice and/or policy, Ms. Melendez and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that MARINHEALTH did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, MARINHEALTH did not pay other aggrieved employees at the correct rate of pay for premium wages because MARINHEALTH failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, MARINHEALTH failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Melendez 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. MARINHEALTH has not provided Ms. Melendez 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 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, MARINHEALTH has knowingly and intentionally provided Ms. Melendez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MARINHEALTH issued uniform wage statements to Ms. Melendez 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, MARINHEALTH violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because MARINHEALTH did not record the time Ms. Melendez and other aggrieved employees spent working off-the-clock and improperly rounded Ms. Melendez's and other aggrieved employees' total hours worked, MARINHEALTH did not list the correct amount of gross wages and net wages earned by Ms. Melendez and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, MARINHEALTH failed to accurately list the total number of the hours worked by Ms. Melendez 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).

Furthermore, because MARINHEALTH did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, MARINHEALTH did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). MARINHEALTH 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 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 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), MARINHEALTH willfully failed to maintain accurate payroll records for Ms. Melendez 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 and improperly rounding Ms. Melendez’s and other aggrieved employees’ total hours 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, MARINHEALTH 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 start and end times for Ms. Melendez and other aggrieved employees in violation of section 1198. Furthermore, in light of MARINHEALTH’s failure to provide other aggrieved employees with first and second 30-minute meal periods to which they were entitled, MARINHEALTH kept no records of meal start and end times for first and second meal periods.

Because MARINHEALTH failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Melendez 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. Melendez 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. Melendez 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, MARINHEALTH failed to pay Ms. Melendez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Melendez 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 his or her employment, his 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 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, MARINHEALTH had a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Melendez was terminated on or about December 19, 2020. However, MARINHEALTH did not tender Ms. Melendez's final pay, including paid time off due to Ms. Melendez, until on or after December 24, 2020. Thus, MARINHEALTH failed to pay Ms. Melendez her final wages immediately, in violation of Labor Code section 201.

Additionally, MARINHEALTH willfully failed to pay Ms. Melendez and other aggrieved employees who are no longer employed by MARINHEALTH 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 MARINHEALTH's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Melendez 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, MARINHEALTH implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug testing, physical examinations, and/or tuberculin (TB) testing, but required them to do so at their own expense. As stated, MARINHEALTH had a company-wide policy requiring that other aggrieved employees travel to a specified medical facility on their own time and use their own means of

transportation to undergo drug testing, physical examinations, and/or TB testing. At all times, MARINHEALTH was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations.

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

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 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."

First, during the relevant time period, MARINHEALTH had a company-wide policy of requiring Ms. Melendez and other aggrieved employees to utilize their own personal cellular phones and cellular data to carry out their job duties, but MARINHEALTH failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Melendez and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, such as completing and submitting MARINHEALTH's mandatory COVID-19 self-health screenings and reviewing and responding to communications from MARINHEALTH's management sent to their personal cellular phones.

Specifically, MARINHEALTH required Ms. Melendez and other aggrieved employees to download an application to their smartphones and complete COVID-19 self-health questionnaires each day before their shifts using their personal cellular phones. After completing the mandatory self-health screening questionnaire, MARINHEALTH instructed Ms. Melendez and other aggrieved employees to take a screenshot of the completed self-health screening results and send the screenshot to MARINHEALTH's management via a group text message. Additionally, Ms. Melendez was required to use her personal cellular phone during work to check on the status of other co-workers' COVID-19 self-health screening submissions. MARINHEALTH's management also engaged in a regular practice of sending Ms. Melendez and other aggrieved employees overview communications prior to the start of the workday, and expected and required Ms. Melendez and other aggrieved employees to review and respond to these communications via their personal cellular phones. Although MARINHEALTH required Ms. Melendez and other aggrieved employees to utilize their

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

Second, during the relevant time period, MARINHEALTH had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles to obtain mandatory drug testing, physical examinations, and/or tuberculin (TB) testing, but did not reimburse them for their travel expenses, including mileage. At all times, MARINHEALTH 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. MARINHEALTH gave other aggrieved employees strict instructions to obtain drug testing, physical examinations, and/or TB testing, and other aggrieved employees underwent the testing and/or physical examinations for the sole benefit of MARINHEALTH. Although MARINHEALTH required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing, physical examinations, and/or TB testing, MARINHEALTH never reimbursed them for their travel expenses.

Third, during the relevant time period, MARINHEALTH, on a company-wide basis, required that other aggrieved employees purchase and wear uniforms issued by the facility with the company logo, but MARINHEALTH failed to fully reimburse them for the costs of their uniforms. MARINHEALTH could have provided other aggrieved employees with uniforms for use on the job, but instead, MARINHEALTH passed this operating cost off onto other aggrieved employees. MARINHEALTH had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred. Further, MARINHEALTH required other aggrieved employees to maintain MARINHEALTH uniforms, but offered neither laundry service nor a uniform allowance to employees. As a result, other aggrieved employees were required to cover the cost to maintain their MARINHEALTH uniforms.

MARINHEALTH could have provided Ms. Melendez and other aggrieved employees with the actual tools for use on the job, such as company phones and vehicles, as well as an adequate number of uniforms or access to a laundering service. Or, MARINHEALTH could have fully reimbursed employees for the costs of their cellular phone, mileage, travel, and laundering expenses or provided a uniform maintenance allowance. Instead, MARINHEALTH passed these operating costs off onto Ms. Melendez and other aggrieved employees. At all relevant times, Ms. Melendez did not earn at least two (2) times the minimum wage.

Thus, MARINHEALTH 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. Melendez 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.

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

Ms. Melendez and other aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 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." MARINHEALTH, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Melendez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Melendez 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. Melendez, 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 MARINHEALTH 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. Melendez 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:

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

Best Regards,

  
Anthony Castillo

Copy: PRIMA MEDICAL FOUNDATION (via U.S. Certified Mail); MARIN GENERAL HOSPITAL (via U.S. Certified Mail)



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PRIMA MEDICAL FOUNDATION  
9 COMMERCIAL BLVD., SUITE 200  
NOVATO CA 94949



9590 9402 1512 5362 2712 85

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0039

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

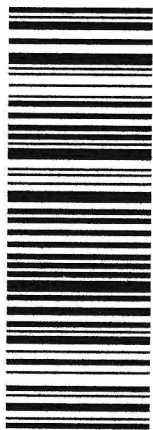
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- |                                                                      |                                                                     |
|----------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                             | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery         | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®                  | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery          | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                         | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery     | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Registered Mail Restricted Delivery (\$50®) |                                                                     |

Domestic Return Receipt

CERTIFIED MAIL®



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PRIMA MEDICAL FOUNDATION  
9 COMMERCIAL BLVD., SUITE 200  
NOVATO CA 94949

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OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services &amp; Fees (check box, add fee as appropriate)

- |                                                               |         |
|---------------------------------------------------------------|---------|
| <input checked="" type="checkbox"/> Return Receipt (hardcopy) | \$ 2.80 |
| <input type="checkbox"/> Return Receipt (electronic)          | \$      |
| <input type="checkbox"/> Certified Mail Restricted Delivery   | \$      |
| <input type="checkbox"/> Adult Signature Required             | \$      |
| <input type="checkbox"/> Adult Signature Restricted Delivery  | \$      |

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

PRIMA MEDICAL FOUNDATION

Street and Apt. No., 9 COMMERCIAL BLVD., SUITE 200

City, State, ZIP+4® NOVATO CA 94949

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
HereMelendez v. Prima  
Medical Foundation

tone

LAW APC

Jury Park East, Ste 1000  
s, CA 90067

**SENDER: COMPLETE THIS SECTION**

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARIN GENERAL HOSPITAL  
PO BOX 8010  
SAN RAFAEL CA 94912



9590 9402 1512 5362 2712 92

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0046

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

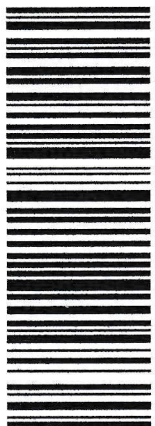
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®                    | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |                                                                     |

Domestic Return Receipt

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MARIN GENERAL HOSPITAL  
PO BOX 8010  
SAN RAFAEL CA 94912

**U.S. Postal Service™  
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Domestic Mail OnlyFor delivery information, visit our website at [www.usps.com](http://www.usps.com)®.**OFFICIAL USE**

Certified Mail Fee

\$ 3.50

Extra Services &amp; Fees (check box, add fee as appropriate)

- |                                                               |         |
|---------------------------------------------------------------|---------|
| <input checked="" type="checkbox"/> Return Receipt (hardcopy) | \$ 2.80 |
| <input type="checkbox"/> Return Receipt (electronic)          | \$      |
| <input type="checkbox"/> Certified Mail Restricted Delivery   | \$      |
| <input type="checkbox"/> Adult Signature Required             | \$      |
| <input type="checkbox"/> Adult Signature Restricted Delivery  | \$      |

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

MARIN GENERAL HOSPITAL  
PO BOX 8010

City, State, ZIP+4® SAN RAFAEL CA 94912

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
HereMelendez v. Marin  
General Hospital

one  
LAW APC  
1000  
Park East, Ste 1000  
San Francisco, CA 90067



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1. Article Addressed to:

MARIN GENERAL HOSPITAL  
250 BON AIR ROAD  
GREENBRAE CA 94904



9590 9402 1512 5362 2713 08

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0053

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- |                                                                        |                                                                     |
|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®                    | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |                                                                     |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |                                                                     |

Domestic Return Receipt

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MARIN GENERAL HOSPITAL  
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GREENBRAE CA 94904

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\$ 3.50

Extra Services &amp; Fees (check box, add fee as appropriate)

- |                                                               |         |
|---------------------------------------------------------------|---------|
| <input checked="" type="checkbox"/> Return Receipt (hardcopy) | \$ 2.80 |
| <input type="checkbox"/> Return Receipt (electronic)          | \$      |
| <input type="checkbox"/> Certified Mail Restricted Delivery   | \$      |
| <input type="checkbox"/> Adult Signature Required             | \$      |
| <input type="checkbox"/> Adult Signature Restricted Delivery  | \$      |

Postage

\$ 1.65

Total Postage and Fees

\$ 7.93

Sent To

MARIN GENERAL HOSPITAL  
250 BON AIR ROAD  
GREENBRAE CA 94904

Postmark  
Here

Melendez v. Marin  
General Hospital

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Stone

LAW APC

1000  
Park East, Ste 1000  
San Francisco, CA 94067

## SENDER: COMPLETE THIS SECTION

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MARIN GENERAL HOSPITAL  
250 BON AIR ROAD  
GREENBRAE CA 94904



9590 9402 1512 5362 2713 08

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0053

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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1. Article Addressed to:

MARIN GENERAL HOSPITAL  
PO BOX 8010  
SAN RAFAEL CA 94912



9590 9402 1512 5362 2712 92

2. Article Number (Transfer from service label)

7020 1290 0001 8879 0046

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt