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Superior Court of California
County of Los Angeles

JUL 02 2021

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and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JONA STOCKER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

HCA HEALTH SERVICES OF
CALIFORNIA, INC.; WEST HILLS
HOSPITAL; and DOES 1 through 20,
inclusive,

Defendants.

Case No.

21STCV24524

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Jona Stocker, individually and on behalf of other aggrieved employees, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Jona Stocker (“Plaintiff”) brings this representative action against on
5 behalf of herself and all non-exempt employees employed by, or formerly employed by, HCA
6 Health Services of California, Inc.; West Hills Hospital; and DOES 1 through 20, inclusive
7 (collectively, “Defendants”) within the State of California.

8 2. Defendants are in the healthcare industry.

9 3. Through this action, Plaintiff is alleging that Defendants have engaged in a
10 systematic pattern of wage and hour violations under the California Labor Code and Industrial
11 Welfare Commission (“IWC”) Wage Orders.

12 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
13 increased their profits by violating state wage and hour laws by, among other things:

14 (a) Failing to pay minimum wage and overtime wages;

15 (b) Failing to provide meal periods or compensation in lieu thereof;

16 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
17 thereof;

18 (d) Willfully failing to provide accurate, semi-monthly itemized wage
19 statements; and

20 (e) Failing to pay all wages due upon separation of employment.

21 5. Plaintiff is informed and believes, and thereon alleges, that Defendants violated
22 Labor Code §§ 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 510, 511, 512, 558, 1174, 1174.5,
23 1182.12, 1194, 1197, and 1198 and all applicable Wage Orders and other applicable laws.

24 6. Plaintiff brings this representative action against Defendants on behalf of herself
25 and other aggrieved employees to recover, among other things, civil penalties, attorney’s fees and
26 costs and expenses pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698,
27 *et seq.* (“PAGA”).
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8. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

11. Plaintiff Jona Stocker is a citizen of California. Plaintiff was employed by Defendants in California at all relevant times.

13. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named Defendants once their names and capacities become known.

14. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are the partners, agents, owners, shareholders, managers or employees of Defendants, at all relevant times.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

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

GENERAL ALLEGATIONS

18. At all relevant times mentioned herein, Defendants employed Plaintiff and other persons.

19. Defendants continue to employ persons within California.

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

21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive certain wages for overtime compensation. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not properly paid for all of their overtime because Defendants required Plaintiff and other aggrieved employees to work outside of their regularly scheduled

1 alternative workweek schedule and failed to pay them proper overtime compensation.
2 Alternatively, Defendants failed to implement a proper alternative workweek and thus owe
3 Plaintiff and other aggrieved employees unpaid overtime.

4 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other aggrieved employees were entitled to receive minimum
6 wage and overtime wages for all hours worked at the appropriate rate. In violation of the Labor
7 Code and IWC Wage Orders, Defendants failed to pay for minimum wage and overtime wages to
8 Plaintiff and other aggrieved employees for time spent under Defendants' control while off the
9 clock, and Defendants paid Plaintiff and other aggrieved employees less than the required rate for
10 overtime and/or double time.

11 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other aggrieved employees were entitled to receive all meal
13 periods or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
14 regular rate of pay when they did not receive a timely, uninterrupted meal period. In violation of
15 the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive
16 all meal periods or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved
17 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

18 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
20 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
21 regular rate of pay when a rest break was missed. In violation of the Labor Code and IWC Wage
22 Orders, Plaintiff and other aggrieved employees did not receive all rest breaks or payment of one
23 (1) additional hour of pay at Plaintiff's and other aggrieved employees' regular rate of pay when
24 a rest break was missed.

25 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other aggrieved employees were entitled to timely payment
27 of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and other
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1 aggrieved employees did not receive payment of all wages including, but not limited to, unpaid
2 overtime compensation, within permissible time periods.

3 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other aggrieved employees were entitled to receive complete
5 and accurate wage statements in accordance with California law. In violation of the California
6 Labor Code, Plaintiff and other aggrieved employees were not furnished with complete and
7 accurate wage statements showing their accurate gross and net wages, and the number of hours
8 worked at each applicable hourly rate, among other things.

9 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and
11 Defendants had the financial ability to pay such compensation but willfully, knowingly and
12 intentionally failed to do so all in order to increase Defendants' profits.

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**

15 (California Labor Code §§ 2698, *et seq.*)

16 28. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
17 though fully set forth herein.

18 29. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
19 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
20 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
21 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
22 an aggrieved employee on behalf of himself or herself and other current or former employees
23 pursuant to the procedures specified in Labor Code § 2699.3.

24 30. For all provisions of the Labor Code except those for which a civil penalty is
25 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
26 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
27 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
28 period in which Defendants violated these provisions of the Labor Code.

1 31. Defendants' conduct violates numerous Wage Order and Labor Code sections,
2 including, but not limited to, the following:

- 3 (a) Violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194,
4 1194.2, 1197, 1197.1, and 1198 for failure to timely pay all earned wages
5 (including minimum wage and overtime wages) owed to Plaintiff and other
6 aggrieved employees during employment and upon separation of
7 employment as herein alleged;
- 8 (b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal
9 periods to Plaintiff and other aggrieved employees and failure to pay
10 premium wages for missed meal periods as herein alleged;
- 11 (c) Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff
12 and other aggrieved employees and failure to pay premium wages for
13 missed rest periods as herein alleged;
- 14 (d) Violation of Labor Code § 226 and 226.3 for failure to provide accurate
15 itemized wage statements to Plaintiff and other aggrieved employees as
16 herein alleged; and
- 17 (e) Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate
18 and complete records showing, among other things, the hours worked daily
19 by and the wages paid to aggrieved employees.

20 32. Plaintiff is an "aggrieved employee" because she was employed by the alleged
21 violator and had one or more of the violations committed against him, and therefore is properly
22 suited to represent the interests of all other aggrieved employees.

23 33. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as
24 to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other
25 aggrieved employees under PAGA.

26 34. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
27 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
28 cited above.

1 35. Pursuant to Labor Code § 2699(g)(1), “[e]xcept as provided in paragraph (2), an
2 aggrieved employee may recover the civil penalty described in subdivision (f) in a civil action
3 pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and
4 other current or former employees against whom one or more of the alleged violations was
5 committed. Any employee who prevails in any action shall be entitled to an award of reasonable
6 attorney’s fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph
7 (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3.
8 Nothing in this part shall operate to limit an employee’s right to pursue or recover other remedies
9 available under state or federal law, either separately or concurrently with an action taken under
10 this part.”

11 36. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
12 herein.

13 **PRAYER FOR RELIEF**

14 Plaintiff, on her own behalf, and on behalf of all other aggrieved employees, prays for
15 relief and judgment against Defendants as follows:

16 1. For civil penalties against Defendants on behalf of all aggrieved employees
17 pursuant to Labor Code §§ 558 and 2698, *et seq.*;

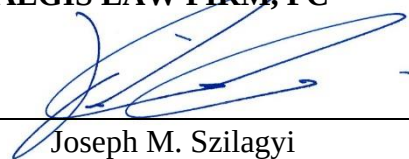
18 2. For reasonable attorney’s fees and costs of suit to the extent permitted by law,
19 including pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, *et seq.*; and

20 3. For such other relief as the Court deems just and proper.

21
22 Dated: July 2, 2021

AEGIS LAW FIRM, PC

23
24 By: _____


Joseph M. Szilagyi
Attorneys for Plaintiff Jona Stocker