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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF VENTURA

MICHELLE DUBINSKI, and MICHAEL WITT individually and on behalf of all others similarly situated, and as a proxy of the State of California on behalf of aggrieved employees,

Plaintiff,

vs.

LOS ROBLES REGIONAL MEDICAL CENTER, LLC, a Tennessee Limited Liability Company; PARALLON ENTERPRISES, LLC, a Tennessee Limited Liability Company; and DOES 1 through 10, inclusive,

Defendants.

) **Case No. 56-2021-00557490-CU-0E-VTA**
) (Consolidated with Case No: 56-2021-00550079-CU-OE-VTA)

) Assigned to Hon. Mark Borrell, Dept. 40

) **SECOND AMENDED CLASS ACTION COMPLAINT**

1. **Failure to Pay Overtime Compensation;**
2. **Failure to Pay All Wages;**
3. **Missed Meal Breaks in Violation of California Labor Code §§ 200, 226.7, 512;**
4. **Missed Rest Breaks in Violation of California Labor Code §§ 200, 226.7, 512;**
5. **Failure to Pay all Wages Due at Termination of Employment in Violation of California Labor Code §§ 201-203;**
6. **Failure To Comply With Itemized Employee Wage Statement Provisions (Labor Code § 226(A), (E))**
7. **Violations of California Business & Professions Code §§ 17200, et seq.; and**
8. **Civil Penalties Pursuant to PAGA Labor Code §§2698, et seq.**

) **JURY TRIAL DEMANDED**

CONSOLIDATED SECOND AMENDED CLASS ACTION AND LAW ENFORCEMENT ACTION COMPLAINT

Dubinski and Witt v. Los Robles Medical Center, LLC et al.

1 Plaintiffs Michelle Dubinski and Michael Witt, by and through their undersigned attorneys,
2 hereby bring this Consolidated Second Amended Class Action and Private Attorneys General Act Law
3 Enforcement Complaint against Defendants Los Robles Regional Medical Center, LLC (“LRRMC”)
4 and Parallon Enterprises, LLC (“Parallon”) (LRRMC, Parallon and DOES 1-10 are collectively
5 referred to as “Defendants”) and alleges as follows:

6 **I. NATURE OF THE CASE**

7 1. This is a class action and law enforcement action arising out of Defendants’ failure to
8 pay their staff and registry nurses all the wages they are owed, failure to compensate them for double
9 time, failure to provide them with meal and rest periods in compliance with the applicable Wage
10 Order; failure of Defendant Parallon to properly pay meal and rest period premiums to all of their non-
11 exempt employees; and failure of Defendant LRRMC to issue accurately itemized wage statements.

12 2. Defendants have engaged in a common scheme of routinely requiring and/or suffering
13 and permitting their nurses to work in excess of 12 hours per day without compensating them at the
14 statutorily-mandated double-time rate, have failed to provide them with meal periods in compliance
15 with the applicable Wage Order, and have failed to authorize and permit them rest periods in
16 compliance with the applicable Wage Order.

17 3. Defendants employ hundreds of staff and registry nurses in California. Defendant
18 Parallon places nurses at various affiliated hospitals and health systems. Defendant Los Robles is one
19 of the health care providers that jointly employs nurses with Defendant Parallon.

20 4. Defendants’ nurses are typically scheduled to work 12-and-a-half-hour shifts. However,
21 Defendants have routinely required and/or suffered and permitted their nurses to work well in excess
22 of 12 hours per day without paying them for hours in excess of 12 hours per day, much less at their
23 statutorily mandated double-time rate of compensation.

24 5. Defendants assign their nurses so many patients (typically 5 per shift) and such a heavy
25 workload (consisting of duties including, but not limited to: taking patient pulses, samples,
26 temperatures, and blood pressures; writing records; filling out patient charts; providing pre- and post-
27 operation care; monitoring and administering medication and intravenous infusions; “reporting on”
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1 patients to the next shift of nurses; performing physical exams and health histories; providing wound
2 care; providing healthcare counseling and education to patients; and directing other healthcare
3 personnel, among other duties) that they typically cannot complete all of their duties within the pre-
4 allotted 12-and-a-half-hour shift time.

5 6. In addition, Defendants have failed to provide sufficient “break nurses” to tend to
6 patients so that their nurses may take statutorily-mandated meal and rest periods. Specifically,
7 Defendants’ policy has been to require the nurses to skip meal or rest breaks whenever a nurse’s
8 assigned patient needs treatment or monitoring, rather than to maintain a system whereby other nurses
9 relieve them at regular intervals throughout the day. Even in the rare instances, when the nurses are
10 provided with breaks, they are subject to interruption to respond to patient treatment needs. As a
11 result, Defendants’ nurses routinely are not provided with uninterrupted, thirty-minute meal periods
12 during which they are completely relieved of duty, by the end of the fifth hour of work and the end of
13 the tenth hour of work, and are routinely not authorized and permitted to take rest breaks of at least
14 ten minutes by the end of every fourth hour of work or major fraction thereof.

15 7. Accordingly, Defendants have denied their nurses the double time wages they are owed
16 under California law and have further denied them the legally complaint, duty-free meal and rest
17 breaks and premium pay in lieu thereof.

18 8. Further, even when Parallon does provide meal and/or rest period premiums for missed
19 meal and/or rest period to the nurses, they are not paid at the proper rate. Specifically, Parallon’s policy
20 and practice has been to pay meal and rest period premiums at the base hourly rate rather than regular
21 rate, which has resulted in systematic under compensation of the nurses.

22 9. Additionally, Defendant LRRMC has had a consistent policy of failing to issue
23 accurately itemized wage statements to its non-exempt employees.

24 10. Plaintiffs brings Causes of Action One through Seven (the “class claims”) as a class
25 action on behalf of themselves and other similarly situated individuals, as set forth in detail in the
26 Proposed Class Definition in paragraph 49.

1 11. Plaintiffs, on behalf of themselves and on behalf of all class members, bring the class
2 claims pursuant to California Labor Code §§ 201, 202, 203, 221-223, 226, 226(a), 226(e), 226.7, 510,
3 512, 1174, 1194, and 1198; and California Code of Regulations, Title 8 §11050 §§ 7 & 11-12 (Wage
4 Order No. 5), and under Business & Professions Code §§ 17200-17208, for unfair competition due to
5 Defendants' unlawful, unfair and fraudulent business acts and practices.

6 12. Plaintiffs bring Cause of Action Eight as proxies of the State of California on behalf of
7 other aggrieved employees for penalties under the Private Attorneys General Act (PAGA). PAGA
8 provides that any civil penalty assessed and collected by the Labor and Workforce Development
9 Agency (LWDA) for violations of applicable provisions of the California Labor Code may, as an
10 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
11 themselves and other current or former employees pursuant to procedures outlined in California Labor
12 Code § 2699.3. PAGA also provides that an aggrieved employee can bring a civil action on behalf of
13 other aggrieved employees for violation of any other Labor Code provision that does not itself contain
14 a civil penalty, in which case the civil penalties are assessed at \$100 for each aggrieved employee per
15 pay period for the initial violation and \$200 for each aggrieved employee per pay period for each
16 subsequent violation.

17 13. On August 24, 2021, Plaintiff Dubinski provided written notice to the LWDA and by
18 certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
19 been violated, including the facts and theories to support the alleged violations. Likewise, on February
20 4, 2021, Plaintiff Witt sent a letter, by online submission to the LWDA and by certified mail, return
21 receipt requested, to Defendant LRRMC setting forth the facts and theories of the violations alleged
22 against Defendant LRRMC, as prescribed by Labor Code § 2698 *et seq.* More than 65 calendar days
23 have passed since the date these notices were provided to the LWDA and Defendants. Accordingly,
24 Plaintiffs have satisfied the administrative prerequisites under California Labor Code Section
25 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code
26 identified in this Consolidated Second Amended Complaint.

II. JURISDICTION AND VENUE

14. The Court has jurisdiction over this class action pursuant to Article 6, § 10 of the California Constitution and California Code of Civil Procedure § 410.10.

15. Additionally, the Court has jurisdiction over Plaintiffs' claims for penalties in violation of the Labor Code pursuant to the Private Attorneys General Act of 2004 California Labor Code §§ 2698-99, as well as pursuant to the applicable Labor Code provisions. This Court also has jurisdiction over Plaintiff Dubinski's and the Class's claims for injunctive relief, including restitution of earned wages, arising from Defendants' unfair competition under Business & Professions Code §§ 17203 and 17204.

16. The Court has jurisdiction over Defendants because they are corporations authorized to do business in the State of California and are registered with the California Secretary of State. Defendants do sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the California market through the advertising, marketing and sale of goods and services, to render the exercise of jurisdiction over Defendants by the California court consistent with traditional notions of fair play and substantial justice.

17. Venue is proper in Ventura County pursuant to Code of Civil Procedure § 395.5. Defendants employed Plaintiffs and the other nurses in this County, transact business in this County, and the events complained of in this Complaint occurred in this County.

III. PARTIES

18. Plaintiffs and all of the proposed members of the classes, as set forth below, are current or former employees of Defendants in California who worked at Los Robles Regional Medical Center in California.

19. Plaintiff Michelle Dubinski is a resident of Ventura, California in Ventura County. Plaintiff Dubinski worked at Los Robles Regional Medical Center in Ventura County, California, for Defendant LRRMC as a staff nurse at from approximately April 2019 through July 2020, then as a registry nurse for Defendant Parallon from approximately August 2020 through February 2021.

20. Plaintiff Witt was employed by Defendant LRRMC from 2004 to April 2020 as a non-exempt employee and performed work for Defendants in Ventura County, California.

21. Defendant LRRMC is a Tennessee limited liability company and at all relevant times has been engaged in the business of health care and hospital services in the State of California and operates a hospital and medical center in Thousand Oaks, California in Ventura County.

22. Defendant Parallon Enterprises, LLC, is a Tennessee limited liability company and at all relevant times has been engaged in the business of health care and hospital services in the State of California.

23. Plaintiffs do not know the true names and capacities of Defendants sued herein as DOES 1-10, and therefore sue these Defendants by fictitious names. Plaintiffs will amend this Complaint to state the true names and capacities when ascertained. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Defendants is responsible in some manner for the occurrences and damages alleged herein, and that Plaintiffs' damages as hereinafter set forth were proximately caused by said Defendants.

24. Throughout this Complaint, any reference to “Defendants” is intended to refer to all Defendants, including DOES 1-10, jointly.

IV. FACTUAL ALLEGATIONS

25. During the relevant time period of this action, Defendants have employed Plaintiff Dubinksi and other similarly situated individuals to provide nursing services. Their job duties have included assisting patients in recovery and prevention, filling out patient charts, administering tests, checking vital signs, blood pressures, and temperatures, filling out reports regarding a patient's health and recovery for review by the treating physician and other nurses, providing medication, providing pre- and post-operation care, administering intravenous infusions, providing wound care, physically moving and otherwise assisting patients with everyday activities, performing other treatment duties, and performing additional administrative duties at the direction of Defendants, such as attending staff meetings and filling out patient charts and other paperwork.

1 26. Defendant Parallon places nurses at various affiliated hospitals and health systems.
2 Defendant Los Robles Medical Center is one of the health care providers that jointly employs nurses
3 with Defendant Parallon.

4 27. Pursuant to California law, Defendants are obligated to compensate their nurses at a
5 regular rate of pay for the first 8 hours worked in a day, at an overtime premium rate of 1.5 times the
6 regular rate for hours worked in excess of 8 in a day, and at a “double-time” rate of 2 times the regular
7 rate for hours worked in excess of 12 in a day.

8 28. Defendants regularly schedule nurses to work 12-and-a-half-hour shifts. For example,
9 Plaintiff Dubinski was scheduled to work from 6:45 a.m. to 7:15 p.m. (with a half hour lunch period).

10 29. Defendants assign the nurses too many patients (5 per shift) and such a heavy workload
11 (composed of duties including, but not limited to: taking patient pulses, samples, temperatures, and
12 blood pressures; writing records; filling out patient charts; providing pre- and post-operation care;
13 monitoring and administering medication and intravenous infusions; “Reporting” on handing-off
14 patients to the next shift of nurses; performing physical exams and health histories; providing wound
15 care; provide healthcare counseling and education to patients; and direct other healthcare personnel,
16 among other duties) that they typically cannot complete all of their duties within the pre-allotted 12-
17 and-a-half-hour shift time.

18 30. In addition, as a matter of policy and practice, Defendants have required their nurses to
19 attend “huddles,” which are meetings with supervisors at the beginning of their 12-hour shifts. During
20 these mandatory meetings, Defendants’ managers and supervisors discuss safety, provide tutorials for
21 using medical devices and other products, and give motivational speeches. While these meetings are
22 scheduled to last only 5 minutes, they can last 15 minutes or longer. As a result, nurses routinely
23 begin their shifts already behind schedule.

24 31. In addition, Defendants’ nurses—including Ms. Dubinski—are and at all relevant times
25 have been responsible for giving “Reports” on their patients to the next shift of nurses who will be
26 treating their patients. These Reports must occur at the end of the nurses’ shifts because their purpose
27 is to prepare the nurse on the next shift for his or her assignment.
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1 32. Typically, Reports require visiting with the nurse working the subsequent shift, as well
2 as each of the approximately 5 patients to whom the nurses have been assigned and can include,
3 introducing the next nurse to the patients, checking the patients' vital signs, updating records, writing
4 up status reports for the review of the nurse working the subsequent shift, or review by other hospital
5 personnel, and briefing the nurse working the subsequent shift on the status of the patient. Reports to
6 the next shift require substantial communication between the outgoing nurse and the nurse working
7 the subsequent shift regarding the status of the patients and any particular treatment needs the patients
8 may have. Reporting on 5 patients to the next shift can take 45 minutes or more. In cases in which
9 patients require specialized care or where Defendants add additional patients to a nurse's "Reporting"
10 responsibilities mid-stream, the Reporting process can take even longer.

11 33. Defendants communicate to their nurses the importance of taking special care to
12 accurately record patient information, and clearly and effectively communicate all necessary
13 information to the nurses working the subsequent shift, such as patients' health history, diagnosis, and
14 plan of care. This is because passing along inaccurate information or failing to alert subsequent
15 staffers of a patient's particular needs can contribute to gaps in patient care and breaches in patient
16 safety, such as medication errors, wrong-site surgery, and even patient deaths.

17 34. As a result, the nurses must be thorough and complete in fulfilling their obligations to
18 fill out patient charts after providing treatment. Thus, nurses are routinely obligated to work much
19 later than their scheduled shift end time to finish their charting obligations.

20 35. Even though the "huddles" and other meetings routinely last 15 minutes (rather than the
21 allotted 5 minutes), and reporting typically takes 45 minutes to be completed (and often longer) at the
22 beginning and another 45 minutes at the end of the nurses shifts, Defendants build an overlap of only
23 30 minutes at the beginning and end of the nurses' shifts. As a result, nurses routinely must wait 15-
24 minutes for the next shift's meetings to conclude before beginning the Reporting process. Because
25 the nurses cannot begin the 45 minute or more Reporting process until the next shift's huddle and
26 other meetings conclude, the nurses routinely do not start the Reporting process until 15 minutes
27 before their 12-and-a-half-hour shifts are scheduled to conclude.
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1 36. For example, a nurse's shift may be scheduled to conclude at 7:15 p.m., while the next
2 shift is scheduled to begin at 6:45 p.m. Because the subsequent shift's "huddles" and other meetings
3 would often not conclude until approximately 7:00 p.m., the nurses on the previous shift would not be
4 able to begin the 45-minute long process of Reporting on their patients to the next shift until 7:00 p.m.
5 By the time the hand-off process would be completed at approximately 7:45 p.m., the nurses on the
6 prior shift would have worked approximately thirty minutes beyond their pre-scheduled shift
7 completion time, or 13 hours, despite being scheduled to work a 12-and-a-half-hour shift.

8 37. In addition, Defendants have failed to provide sufficient "break nurses" to tend to
9 patients so that nurses may take statutorily-mandated meal and rest periods. Specifically, Defendants'
10 policy has been to require the nurses to skip meal or rest breaks whenever a nurse's assigned patient
11 needs treatment or monitoring, rather than to maintain a system whereby other nurses relieve them at
12 regular intervals throughout the day. Even when the nurses attempt to take meal periods, they are
13 subject to interruption to respond to patient treatment needs. As a result, the nurses routinely are not
14 provided with uninterrupted, thirty-minute meal periods during which they are completely relieved of
15 any duty, by the end of the fifth hour of work and the end of the tenth hour of work, and are routinely
16 not authorized and permitted to take rest breaks of at least ten minutes by the end of every fourth hour
17 of work or major fraction thereof.

18 38. Defendants require the nurses to obtain a certification from their hospital "charge
19 nurses" or other supervisors to approve any double time, meal or rest period premiums. As a result,
20 the nurses must ask the "charge nurses" or other supervisors to sign off on their timecards for time in
21 excess of 12 hours in a workday and each day they are denied meal and rest periods. Without
22 certification, nurses are not paid for any work performed in excess of 12 hours per day, much less at
23 their statutorily mandated double time rate, nor are they paid meal and rest period premiums for meal
24 and rest periods that are not provided.

25 39. Nurses are routinely disciplined and threatened with termination for working beyond
26 the end of their scheduled shift time even though Defendants assign their nurses so many patients and
27 such a heavy workload that they typically cannot complete all of their duties within the pre-allotted
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1 12-and-a-half-hour shift time. As result Defendants' nurses are left with no choice but to clock out
2 and then return to the floor to complete Reports and charting. Defendants are aware that this is a
3 common practice among their nursing staff, yet Defendants have turned a blind eye to the practice
4 preferring to keep labor costs down.

5 40. Additionally, supervisors have also ignored the nurses' pleas for Defendants to provide
6 adequate break nurses so that statutorily mandated meal and rest periods may be taken.

7 41. Defendants also failed to accurately record the hours worked by the nurses in that, as a
8 result of Defendants' policies and procedures, all time worked is not accurately captured and thus
9 Defendants have failed to keep accurate payroll records.

10 42. In light of the foregoing, the nurses—including Ms. Dubinski—have been denied the
11 wages and benefits to which they are entitled under California law.

12 43. Additionally, even when Defendant Parallon does provide meal and/or rest period
13 premiums for missed meal and/or rest periods, they are not paid at the proper rate. Specifically,
14 Defendant Parallon's policy and practice has been to pay meal and rest period premiums at the base
15 hourly rate rather than regular rate which has resulted in systematic under compensation of Plaintiff
16 Dubiniski and Defendants' other non-exempt employees. For example, Plaintiff Dubiniski's
17 September 11, 2020 wage statement shows the payment of a meal period premium and rest period
18 premium at her base hourly rate, rather than her regular rate.

19 44. Finally, Defendant LRRMC has failed to provide wage statements that comply with the
20 law to its non-exempt employees. For example, when overtime hours are worked, the overtime rate
21 listed is incorrect and the number of regular hours worked listed is incorrect. Additionally, because
22 the number of hours worked at each hourly rate is listed incorrectly, and because duplicate hours
23 worked are frequently listed, adding them together yields an incorrect count of total hours worked.
24 There is no separate entry for total hours worked during the pay period. It is simply impossible to
25 ascertain from the face of the wage statements the number of total hours worked for the pay period.
26 This violates Labor Code § 226(a)(2).

1 45. On June 27, 2014, similar class action claims were brought against LRRMC putting it
2 on notice that the same or substantially similar policies and practices challenged in this lawsuit were
3 leading to unpaid overtime, noncompliant meal and rest periods, and other wage and hour violations.
4 *See Munden v. Los Robles Regional Medical Center, et al.* Ventura County Superior Court, Case No.
5 56-2014-00454766-CU-OE-VTA. A settlement agreement resolving these similar claims was finally
6 approved on January 16, 2019. Nevertheless, LRRMC thereafter persisted in the same or substantially
7 similar common course of conduct and maintained the same or substantially similar policies and
8 practices, leading to the violations alleged in this complaint.

9 46. Similarly, On June 2, 2017, similar class action claims were brought against Parallon
10 putting it on notice that the same or substantially similar policies and practices challenged in this
11 lawsuit were leading to unpaid overtime, noncompliant meal and rest periods, and other wage and
12 hour violations. *See Ghorchian v. Parallon Enterprises LLC, et al.* Los Angeles Superior Court, Case
13 No. LS029737. A settlement agreement resolving these similar claims was finally approved on in
14 December 2020. Nevertheless, Parallon thereafter persisted in the same or substantially similar
15 common course of conduct and maintained the same or substantially similar policies and practices,
16 leading to the violations alleged in this complaint.

17 47. On August 24, 2021, Plaintiff Dubinski provided written notice to the LWDA and by
18 certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
19 been violated, including the facts and theories to support the alleged violations. Likewise, on February
20 4, 2021, Plaintiff Witt sent a letter, by online submission to the LWDA and by certified mail, return
21 receipt requested, to Defendants setting forth the facts and theories of the violations alleged against
22 Defendant, as prescribed by Labor Code § 2698 *et seq.* More than 65 calendar days have passed since
23 the date these notices were provided to the LWDA and Defendants. Accordingly, Plaintiffs have
24 satisfied the administrative prerequisites under California Labor Code Section 2699.3(a) to recover
25 civil penalties against Defendants for violations of California Labor Code identified in this
26 Consolidated Second Amended Complaint.

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V. CLASS ACTION ALLEGATIONS

48. Plaintiffs incorporates all preceding paragraphs as though fully set forth herein.

49. Proposed Class Definitions. Plaintiffs brings Causes of Action One through Seven on behalf of themselves and all others similarly situated as a class action, pursuant to California *Code of Civil Procedure* § 382. The classes which Plaintiffs seek to represent are composed of, and defined as follows:

The Nurse Class (Dubinski): all individuals who worked in job positions of Registered Nurse, Licensed Practical Nurse, or another nursing position(s) (including both staff and registry nurses) for Defendant Los Robles Regional Medical Center at Los Robles Regional Medical Center in California, at any time since January 17, 2019, and/or for Defendant Parallon at Los Robles Regional Medical Center in California, at any time since September 4, 2020.

The Meal and Rest Period Premium Class (Dubinski): all current and former non-exempt or hourly paid employees of Parallon Enterprises LLC in California who received one or meal and/or rest period premiums at any time since September 4, 2020.

50. The class which Plaintiff Witt seeks to represent is defined as:

The Wage Statement Class (Witt): all current and former non-exempt or hourly paid employees of Los Robles Regional Medical Center in California at any time since August 7, 2019.

The Nurse Class, the Meal and Rest Period Premium Class, and the Wage Statement Class are collectively referred to as “Plaintiffs Class.”

51. Ascertainability. The proposed classes are ascertainable because they are comprised of discreet, well defined and objectively identifiable groups - (1) all nurses who worked for Defendants in job positions of, Registered Nurse, Licensed Practical Nurse, or another nursing position(s) at Los Robles Regional Medical Center in Thousand Oaks, California, at any time from January 17, 2019; (2) all non-exempt employees who worked for Defendants at Los Robles Regional Medical Center in Thousand Oaks, California and received one or more meal or rest period premium from Defendant Parallon, at any time from September 4, 2020; and (3) all non-exempt employees of LRRMC during the liability period. The Class members are easily identifiable from Defendants’ business records.

52. Numerosity. Defendant LRRMC have employed more than a thousand individuals in nursing positions at Los Robles Regional Medical Center since January 17, 2019 and thousands of

1 non-exempt employees, and Defendant Parallon has employed hundreds of non-exempt employees at
2 Los Robles Regional Medical Center since September 4, 2020. Class members are therefore far too
3 numerous to be individually joined in this lawsuit.

4 53. Common Questions of Law and/or Fact. Common questions of law, in fact, exist as to
5 all members of classes and predominate over any questions affecting only individual members of those
6 classes. Among the questions of law and fact, that are relevant to the adjudication of class members'
7 claims are as follows:

- 8 (a) Whether Plaintiffs and the class members are subject to and entitled to the benefits of
9 California wage and hour statutes;
- 10 (b) Whether Defendants unlawfully and/or willfully failed to compensate Plaintiffs and
11 the other members of the Plaintiffs Class for all hours worked;
- 12 (c) Whether Defendants required and/or suffered and permitted Plaintiffs and the other
13 members of the Plaintiffs Class to work in excess of 12 hours per day;
- 14 (d) If so, whether Defendants have refused to approve payment of double-time wages for
15 hours worked in excess of 12 hours per day;
- 16 (e) Whether Defendants had a standard policy of not providing mandated meal and rest
17 breaks to Plaintiffs and the other members of the Plaintiffs Class;
- 18 (f) Whether Defendants unlawfully and/or willfully deprived Plaintiffs and the other
19 members of the Plaintiffs Class of meal and rest breaks and failed to pay premiums for
20 missed breaks;
- 21 (g) Whether meal and rest period premiums for missed meal and rest periods were paid to
22 Plaintiffs and the members of the Meal and Rest Period Premium Class at the regular
23 rate or base hourly rate;
- 24 (h) Whether Defendants maintained accurate records of the hours worked by Plaintiffs
25 and the other members of the Plaintiffs Class;
- 26 (i) Whether the members of the classes who had their employment relationship with
27 Defendants terminated are entitled to penalty wages for Defendants' failure to timely
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1 pay all outstanding amounts of compensation owed upon termination of the
2 employment relationship;

3 (j) Whether LRRMC issued wage statements that complied with California law or
4 knowingly and willfully failed to do so;

5 (k) Whether Defendants' conduct as alleged herein violates the Unfair Business Practices
6 Act of California, Bus. & Prof. Code § 17200, *et seq.*;

7 (l) Whether Plaintiffs and members of the classes sustained damages, and if so, the proper
8 measure of such damages, as well as interest, penalties, costs, attorneys' fees, and
9 equitable relief; and

10 (m) The injunctive and/or monetary relief to which Plaintiffs and the members of the
11 classes may be entitled as a result of the violations alleged herein.

12 54. Typicality. Plaintiffs' claims are typical of the claims of the classes. Defendants'
13 common course of conduct in (1) failing to approve and compensate nurses at the statutorily mandated
14 overtime rate for hours in excess of 12 per day that they require and/or suffer and permit them to
15 perform and (2) failing to provide them with meal and rest periods in compliance with the applicable
16 Wage Order; (3) failing to pay meal and rest period premiums at the regular rate to Parallon
17 employees; and (4) failing to provide proper wage statements to the LRRMC employees, has caused
18 Plaintiffs and the members of the proposed classes to sustain the same or similar injuries and damages.
19 Plaintiff's claims are thereby representative of and co-extensive with the claims of the proposed
20 classes.

21 55. Adequacy of Representation. Plaintiffs are adequate representatives of the proposed
22 classes because they are a member of the classes, and their interests do not conflict with the interests
23 of the class members they seek to represent. Plaintiffs have retained competent counsel, experienced
24 in the prosecution of complex class actions, and together Plaintiffs and their counsel intend to
25 prosecute this action vigorously for the benefit of the classes. The interests of the class members will
26 fairly and adequately be protected by Plaintiffs and their attorneys.

56. Superiority of Class Action. A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all class members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an individual basis, because this would potentially result in thousands of individual, repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or contradictory judgments, and the prospect of a “race to the courthouse,” and an inequitable allocation of recovery among those with equally meritorious claims. By contrast, the class action device presents far fewer management difficulties, and provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a single court.

57. The various claims asserted in this action are additionally or alternatively certifiable under the provisions of the California Code of Civil Procedure § 382 because:

(a) The prosecution of separate actions by hundreds of individual class members would create a risk of varying adjudications with respect to individual class members, thus establishing incompatible standards of conduct for Defendants, and

(b) The prosecution of separate actions by individual class members would also create the risk of adjudications with respect to them that, as a practical matter, would be dispositive of the interest of the other class members who are not a party to such adjudications and would substantially impair or impede the ability of such non-party class members to protect their interests.

58. Plaintiffs hereby incorporate each and every allegation contained above and reallege said allegations as if fully set forth herein.

FIRST CAUSE OF ACTION
Failure to Pay Overtime Compensation
California Labor Code §§ 510, 515.5, 1194, and 1198 *et seq.*, and IWC Wage Order No. 5.

59. Plaintiffs hereby reallege and incorporate by reference the paragraphs above as though fully set forth herein.

60. California Labor Code §§ 510 and 1198, and IWC Wage Order No. 5, §3, provide that employees in California shall not be employed more than eight (8) hours in any workday or forty (40)

1 hours in any workweek unless they receive additional compensation beyond their regular wages in
2 amounts specified by law.

3 61. Defendants have failed to pay Plaintiffs and the members of the Nurse Class overtime
4 compensation for the hours they worked in excess of the maximum hours permissible by law under
5 California Labor Code §§ 510 and 1198, and IWC Wage Order No. 5, §3. Defendants require and/or
6 suffer and permit Plaintiff sand the members of the Nurse Class to work hours in excess of 8 in a day
7 and 12 in a day.

8 62. Defendants' failure to pay additional, premium rate compensation to Plaintiffs and the
9 members of the Nurse Class for their overtime and double time hours worked has caused Plaintiffs
10 and the members of the Nurse Class to suffer damages.

11 63. Pursuant to Labor Code §218.6 or Civil Code §3287(a), Plaintiffs and the members of
12 the Nurse Class are entitled to recover pre-judgment interest on wages earned, but not paid every pay
13 period.

14 64. As a direct and proximate result of the unlawful acts and/or omissions of Defendants,
15 Plaintiffs and the members of the Nurse Class have been deprived of overtime and double time
16 compensation in an amount to be determined at trial. Plaintiffs and the members of the Nurse Class
17 request recovery of overtime and double time compensation according to proof, interest, attorney's
18 fees and costs of suit pursuant to California Labor Code §§ 218.5, 218.6, 1194(a), 554, 1194.3 and
19 1197.1, as well as the assessment of any statutory penalties against Defendants, in a sum as provided
20 by the California Labor Code and/or other statutes.

21 **SECOND CAUSE OF ACTION**
22 **Failure to Pay for All Hours Worked in Violation of**
23 **California Labor Code §§ 204 and 221-223**

24 65. Plaintiffs reallege and incorporate by reference the above paragraphs as though fully set
25 forth below.

26 66. California Labor Code §200 defines wages as "all amounts for labor performed by
27 employees of every description, whether the amount is fixed or ascertained by the standard of time,
28 task, piece, commission basis or other method of calculation."

67. California Labor Code §204 provides that employers must compensate employees for all hours worked “twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

68. California Labor Code §§221-223 prohibit employers from withholding and deducting wages, or otherwise artificially lowering the wage scale of an employee.

69. Defendant Parallon’s policy and practice has been to pay meal and rest period premiums at the base hourly rate rather than regular rate, which has resulted in systematic under compensation of the Plaintiff Dubinski and the members of the Meal and Rest Period Premium Class. *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021) (unanimously holding that employers are required to pay meal and rest break violation premiums at the same “regular rate of pay” they use for paying overtime –to wit, they must include in the pay rate calculation all wages and other nondiscretionary earnings (such as shift differentials, piece-rate and incentive compensation, and nondiscretionary bonuses)).

70. As a proximate result of these violations, Defendant Parallon has damaged Plaintiff Dubinski and the members of the Meal and Rest Period Premium Class in amounts to be determined according to proof at trial.

71. Pursuant to Labor Code §218.6 and/or Civil Code §3287(a), Plaintiff Dubinski and the members of the Meal and Rest Period Premium Class are entitled to recover pre-judgment interest on wages earned, but not paid every pay period.

72. Plaintiff Dubinski, on behalf of herself and all others similarly situated, seeks all unpaid compensation, damages, penalties, interest and attorneys' fees and costs, recoverable under applicable law set forth below.

THIRD CAUSE OF ACTION
Failure to Provide Meal Periods, or Compensation in Lieu Thereof
California Labor Code §§ 226.7 and 512; and Cal. Code Regs., Title 8 §11050 ¶¶ 7 & 11

73. Plaintiffs hereby reallege and incorporate by reference the paragraphs above as though fully set forth herein.

1 74. California Labor Code §§ 226.7 and 512, and Title 8 of the California Code of
2 Regulations § 11050, ¶ 11 require Defendants to provide meal periods to Plaintiffs and members of
3 the proposed Nurse Class. California Labor Code §§ 226.7 and 512, and Title 8 of the California Code
4 of Regulations § 11050, § 11 prohibit employers from employing an employee for more than five
5 hours without a meal period no less than thirty (30) minutes and for more than ten (10) hours without
6 a second meal period. Unless the employee is relieved of all duty during the thirty (30) minute meal
7 period, the employee is considered “on-duty” and the meal or rest period is counted as time worked.

8 75. Defendants do not provide the nurses with meal periods during which they are
9 completely relieved of duty for at least thirty (30) minutes by the fifth hour of work and again by the
10 tenth hour of work.

11 76. Rather, the nurses regularly work twelve (12) hours in a day, and often far more, without
12 the opportunity to take a meal period during which they are relieved of all duty.

13 77. Defendants’ policy has been to require the nurses to skip statutorily-mandated meal
14 periods whenever a nurse’s assigned patient needs treatment or monitoring, rather than to maintain a
15 system whereby other nurses relieve them at regular intervals throughout the day. Even when the
16 nurses are provided with meal periods, they are subject to interruption to respond to patient treatment
17 needs.

18 78. Defendants have failed to perform their obligations to provide Plaintiff Dubinski and
19 the members of the Plaintiffs Class off-duty meal periods by the end of the fifth hour of work and a
20 second meal period by the end of the tenth hour of work. Defendants also have failed to pay Plaintiff
21 Dubinski and the members of the Plaintiffs Class one (1) hour of pay for each off-duty meal period
22 that they have been denied. Further, where Defendant Parallon did provide meal period premiums for
23 missed meal periods to their nurses and other non-exempt employees, such premiums were at the
24 employee’s base hourly rate, rather than the regular rate.

25 79. Defendants’ conduct described herein violates California Labor Code §§226.7 and 512
26 and Title 8 of the California Code of Regulations §11090. Therefore, Plaintiff Dubinski and members
27 of the classes are entitled to compensation for Defendants’ failure to provide meal periods, plus
28

1 interest, expenses, and costs of suit pursuant to California Labor Code §§226.7(b) and Title 8 of the
2 California Code of Regulations §11090.

3 **FOURTH CAUSE OF ACTION**
4 **Failure to Provide Rest Periods, or Compensation in Lieu Thereof**
5 **California Labor Code §§ 226.7 and Cal. Code Regs., Title 8 § 11050 ¶ 12**

6 80. Plaintiffs hereby reallege and incorporate by reference the paragraphs above as though
7 fully set forth herein.

8 81. California Labor Code §226.7 and Title 8 of the California Code of Regulations §
9 11050, ¶ 12 requires Defendants to authorize and permit rest periods to Plaintiffs and members of the
10 proposed Nurse Class at the rate of ten-minutes net rest time per four hours or major fraction thereof.

11 82. Defendants simply do nothing to authorize or permit such rest periods, even if there
12 were an opportunity to take them.

13 83. To the contrary, the nurses regularly work twelve (12) hours in a day, and often far
14 more, without any realistic opportunity to rest for even ten minutes during a four-hour period or major
15 fraction thereof.

16 84. Defendants' policy has been to require the nurses to skip statutorily-mandated rest
17 breaks whenever a traveling nurse's assigned patient needs treatment or monitoring, rather than to
18 maintain a system whereby other nurses relieve them at regular intervals throughout the day. As a
19 result, the nurses routinely are not authorized and permitted to take rest breaks of at least ten minutes
20 by the end of every fourth hour of work or major fraction thereof.

21 85. Under both California Labor Code § 226.7 and Title 8 of the California Code of
22 Regulations §11050, ¶ 12, an employer must pay an employee who was denied a required rest period
23 one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest
24 period was not provided.

25 86. At all relevant times herein, Defendants have failed to perform their obligations to
26 authorize and permit Plaintiffs and Nurse Class Members to take rest periods as set forth above.
27 Defendants also failed to pay Plaintiffs and Nurse Class Members one (1) hour of pay for each rest
28 period they have been denied. Further, where Defendant Parallon did provide rest period premiums

1 for missed rest periods to their nurses and other non-exempt employees, such premiums were at the
2 employee's base hourly rate, rather than the regular rate.

3 87. Defendants' conduct described herein violates California Labor Code §§ 226.7 and Title
4 8 of the California Code of Regulations §11050. Therefore, Plaintiff Dubinski and members of the
5 classes are entitled to compensation for Defendants' failure to authorize and permit rest periods, plus
6 interest, and costs of suit pursuant to California Labor Code §§ 226.7(b), and Title 8 of the California
7 Code of Regulations § 11050.

8 **FIFTH CAUSE OF ACTION**
9 **Waiting Time Penalties**
10 **California Labor Code §§ 201-203**

11 88. Plaintiffs hereby reallege and incorporate by reference the paragraphs above as though
12 fully set forth herein.

13 89. California Labor Code §201 requires an employer who discharges an employee to pay
14 all compensation due and owing to said employee immediately upon discharge. California Labor
15 Code §202 requires an employer to promptly pay compensation due and owing to said employee
16 within seventy-two (72) hours of that employee's termination of employment by resignation.
17 California Labor Code §203 provides that if an employer willfully fails to pay compensation promptly
18 upon discharge or resignation, as required under California Labor Code §§201-202, then the employer
19 is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work
20 days.

21 90. Plaintiffs and members of the classes have left their employment with Defendants
22 during the statutory period. Defendants willfully failed and refused, and continue to willfully fail and
23 refuse, to timely pay all wages owed to Plaintiffs and members of the classes whose employment with
24 Defendants has ended or been terminated at any point during the statutory period. As a result,
25 Defendants are liable to Plaintiffs and other formerly employed members of the classes for waiting
26 time penalties, together with interest thereon, attorneys' fees, and costs of suit, under California Labor
27 Code §203.
28

91. Plaintiffs, on behalf of themselves and the other members of the classes have left their employment with Defendants during the statutory period, requests waiting time penalties pursuant to California Labor Code §203, plus attorneys' fees and costs, as described below.

SIXTH CAUSE OF ACTION
Knowing And Intentional Failure To Comply With
Itemized Employee Wage Statement Provisions
(Labor Code § 226(A), (E))

92. Plaintiffs hereby reallege and incorporate by reference the paragraphs above as though fully set forth herein.

93. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

94. Defendants list various hourly rates of pay, including regular pay and overtime pay, but fail to set forth the correct number of hours worked at each hourly rate and fail to set forth the correct rates of pay associated with each hourly rate, in violation of Labor Code § 226(a)(9). For example, when overtime hours are worked, the overtime rate listed is incorrect and the number of regular hours worked listed is incorrect. Additionally, because the number of hours worked at each hourly rate is listed incorrectly, and because duplicate hours worked are frequently listed, adding them together yields an incorrect count of total hours worked. There is no separate entry for total hours worked during the pay period. It is simply impossible to ascertain from the face of the wage statements the number of total hours worked for the pay period. This violates Labor Code § 226(a)(2).

95. As a consequence of Defendants' willful conduct in failing to provide the members of the Wage Statement Class with accurate itemized wage statements, Plaintiffs and those class members have been injured because they were issued wage statements which do not reflect, and fail to state, all information required by Labor Code § 226(a). The missing information cannot be discerned at all from the face of the wage statements themselves. Plaintiffs and the members of the Wage Statement Class are entitled to penalties pursuant to Labor Code § 226(e) 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 exceeding an aggregate penalty of \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

SEVENTH CAUSE OF ACTION
Unfair Competition and Unlawful Business Practices
California Business and Professions Code §§ 17200, *et seq.*

96. Plaintiffs hereby reallege and incorporate by reference the paragraphs above as though fully set forth herein.

97. California Business and Professions Code §17200 defines unfair competition to include, “unlawful, unfair or fraudulent business practices.”

98. Plaintiffs and all members of the proposed classes are “persons” within the meaning of Business and Professions Code §17204, who have suffered injury in fact and have lost money or property as a result of Defendants’ unfair competition.

99. Defendants have been committing, and continues to commit, acts of unfair competition by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint, including, but not limited to:

- (a) violations of California Code Regulations, Title 8 § 11050, ¶ 7;
- (b) violations of California Labor Code §§ 226(a) and (e);
- (c) violations of California Labor Code §§ 226.7 and 512;
- (d) violations of California Labor Code §§ 221-223;
- (e) violations of California Labor Code § 510;
- (f) violations of California Labor Code §§ 1174;

1 (g) violations of California Labor Code §§ 201-203;

2 (h) violations of California Code Regulations, Title 8 § 11050 ¶¶ 7, 11, and 12

3 (i) violations of California Labor Code § 1194; and

4 (j) violations of California Labor Code § 1198.

5 100. As a result of its unlawful, unfair, and/or fraudulent business acts and practices,
6 Defendants have reaped and continue to reap unfair benefits and illegal profits at the expense of
7 Plaintiffs and the members of the proposed classes. Defendants' unlawful, unfair, and/or fraudulent
8 conduct has also enabled Defendants to gain an unfair competitive advantage over law-abiding
9 employers and competitors.

10 101. Business and Professions Code §17203 provides that the Court may restore to an
11 aggrieved party any money or property acquired by means of the unlawful, unfair, and/or fraudulent
12 business acts or practices.

13 102. Plaintiffs seek a court order enjoining Defendants from the unlawful, unfair, and/or
14 fraudulent activity alleged herein.

15 103. Pursuant to Civil Code §3287(a), Plaintiffs and other members of the classes are entitled
16 to recover pre-judgment interest on wages earned, but not paid.

17 104. Plaintiffs further seek an order requiring an audit and accounting of the payroll records
18 to determine the amount of restitution of all unpaid wages owed to herself and members of the
19 proposed Class, according to proof, as well as a determination of the amount of funds to be paid to
20 current and former employees that can be identified and located pursuant to a court order and
21 supervision.

22 105. Plaintiffs seek restitution to herself and all others similarly situated of these amounts,
23 including all earned and unpaid wages and attorneys' fees and costs pursuant to Cal. Code Civ. Proc.
24 §1021.5.

25 **EIGHTH CAUSE OF ACTION**
26 **Statutory Penalties Pursuant to PAGA (Labor Code §§2698, *et seq.*)**
27 **(On behalf of All Aggrieved Employees)**
28

1 106. Plaintiffs hereby reallege and incorporate by reference the paragraphs above as though
2 fully set forth herein.

3 107. At all times herein set forth, the Private Attorneys General Act of 2004 (PAGA) applied
4 to Defendants' employment of Plaintiffs and the proposed Class members.

5 108. At all times herein set forth, the PAGA provided that any provision of law under the
6 California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and
7 Workforce Development Agency (LWDA) for violations of the California Labor Code may, as an
8 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself
9 and other current or former employees pursuant to procedures outlined in California Labor Code §
10 2699.3.

11 109. A civil action under PAGA may be brought by an "aggrieved employee," any person
12 that was employed by the alleged violator and against whom one or more of the alleged violations was
13 committed.

14 110. Plaintiffs are "aggrieved employees" within the meaning of Labor Code section 2699(c)
15 and are proper representatives to bring a civil action on behalf of themselves and other current and
16 former employees of Defendants pursuant to the procedures specified in Labor Code section 2699.3(a)
17 because Plaintiffs were employed by Defendants and one or more of the Labor Code violations alleged
18 herein was against them.

19 111. Labor Code § 2699.3(a) governs PAGA actions for civil penalties arising from
20 violations of Labor Code §§ 200, 201-203, 212, 213, 221, 223, 224, 226, 226.7, 510, 1174, 117.5
21 1194, 1194.2, 1197, and 1198.

22 112. Before commencing a civil action, an aggrieved employee must first give notice by
23 online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to
24 the employer, with a copy to the LWDA, of the alleged violation, including the facts and theories to
25 support the allegation. Lab. Code § 2699.3(a)(1)(A). If the LWDA fails to investigate the alleged
26 violation within 65 calendar days of the postmark date of the notice, the aggrieved employee may then
27 file a civil action to seek penalties for it.
28

1 113. On August 24, 2021, Plaintiff Dubinski provided written notice to the LWDA and by
2 certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
3 been violated, including the facts and theories to support the alleged violations.

4 114. On February 4, 2021, Plaintiff Witt sent a letter, by online submission to the LWDA
5 and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
6 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.*

7 115. More than 65 calendar days have passed since the date notice was provided to the
8 LWDA and Defendants. Accordingly, Plaintiffs have satisfied the administrative prerequisites under
9 California Labor Code Section 2699.3(a) to recover civil penalties against Defendants for violations
10 of California Labor Code identified in this consolidated Second Amended Complaint.

11 116. Accordingly, Plaintiffs and the other aggrieved employees are entitled to and seek to
12 recover civil penalties for Defendants' violations of the Labor Code during the applicable limitations
13 period in the following amounts:

14 (a) For violations of California Labor Code Sections 200, 201, 202, 226, 226.7, 1174 and
15 1198, one hundred dollars (\$100.00) for each aggrieved employee per pay period for
16 each initial violation and two hundred dollars (\$200.00) for each aggrieved employee
17 per pay period for each subsequent violation (penalty amounts established by
18 California Labor Code § 2699(f)(2));

19 (b) For violations of California Labor Code Section 1197, one hundred dollars (\$100.00)
20 for each aggrieved employee per pay period for each initial violation and two hundred
21 dollars and fifty (\$250.00) for each aggrieved employee per pay period for each
22 subsequent violation regardless of whether the initial violation is intentionally
23 committed (penalty amounts established by California Labor Code § 1197.1);

24 (c) For violations of California Labor Code Sections 221 and 223 one hundred dollars
25 (\$100.00) for each aggrieved employee for each initial violation and two hundred
26 dollars (\$200.00) for each aggrieved employee for each subsequent or willful violation,
27 plus 25 percent of the amount unlawfully withheld. (penalty amounts established by
28

California Labor Code § 225.5);

(d) For violations of California Labor Code Section 510 and 512 and Wage Order No. 5 Sections 3, 7, 11, and 12, fifty dollars (\$50.00) for each aggrieved employee for each initial violation for pay period for which the employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for each pay period for which the employee was underpaid (penalty amounts established by California Labor Code § 558); and

(e) For violations of California Labor Code Section 1174, five hundred dollars (\$500.00) for each of Defendants' violations in addition to any other penalties or fines permitted by law (penalty amounts established by California Labor Code § 1174.5).

117. Pursuant to California Labor Code Section 2699(g), Plaintiffs, on behalf of themselves and the other aggrieved employees, are entitled to an award of reasonable attorneys' fees and costs.

VI. PRAYER

WHEREFORE, Plaintiffs pray for judgment for herself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

- (a) For an order certifying the proposed Class;
- (b) For an order appointing Plaintiffs as representatives of the classes;
- (c) For an order appointing Counsel for Plaintiffs as Counsel for the classes;
- (d) For an order entering judgement for Plaintiffs against Defendants;
- (e) For compensatory, consequential, general and special damages according to proof;
- (f) For restitution to Plaintiffs and members of the classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*, and an injunction requiring Defendants to conform their practices to the laws of California;
- (g) Declaratory Relief;
- (h) Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 2802(b) and Civil Code §§ 3287 and 3289;

- 1 (i) Penalties pursuant to California Labor Code §§ 226(e), 510, 1194.2, 1194.5, 512.
- 2 (j) That the Court award to Plaintiffs and the proposed Class Members civil penalties as
- 3 provided herein pursuant to Labor Code §2699(a) (PAGA).
- 4 (k) For attorneys' fees and costs as provided by, inter alia, Labor Code § 218.5, 1194, 1197,
- 5 2699(g)(1), and Code of Civil Procedure § 1021.5; and
- 6 (l) For such other and further relief as the Court may deem just and proper.
- 7

8 DATED: January 13, 2025

BRADLEY/GROMBACHER LLP

9

10 By: 

11 _____
12 Marcus J. Bradley, Esq.
13 Kiley L. Grombacher, Esq.
14 Attorneys for Plaintiffs

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JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable as a matter of right.

DATED: January 13, 2025

BRADLEY/GROMBACHER LLP

By: 

Marcus J. Bradley, Esq.
Kiley L. Grombacher, Esq.
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On January 13, 2025, I served the foregoing documents described as
SECOND AMENDED CLASS ACTION COMPLAINT

on all interested parties in this action as follows: **SEE ATTACHED SERVICE LIST**

[X] **(BY E-MAIL)** Per the agreement of the parties, on the above date, I served the above-mentioned document(s) by electronic mail to the parties' email addresses as they are known to me on the attached Service List. My email address is sboucher@bradleygrombacher.com. I did not receive, within a reasonable period of time, any indication that the transmission did not go through.

[X] **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed January 13, 2025, at Westlake Village, California.

Suzette Boucher

Suzette Boucher

Dubinski, et al. v. Los Robles Regional Medical Center, et al.
Ventura County Superior Court
Case No.: 56-2021-00557490-CU-0E-VTA

Service List

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