

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

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ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON, Esq. (SBN 289387)
Wza@abramsonlabor.com
3580 Wilshire Blvd., Ste 1260
Los Angeles, CA 90010-2513
Tel: (213) 493-6300, Fax (213) 382-4083

Attorneys for Plaintiff and the Proposed Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

INGRID HANSEN-SCHOOLDERMAN, an
individual, on behalf of herself and others
similarly situated

PLAINTIFF,

v.

SOUTHERN MONTEREY COUNTY
MEMORIAL HOSPITAL; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 21CV003609

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2699, et seq.

1 Plaintiff INGRID HANSEN-SCHOOLDERMAN, an individual, on behalf of herself, all
2 others similarly situated, and on behalf of the people of the State of California and as an “aggrieved
3 employee” under Labor Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter
4 “PAGA”), complains of Defendant SOUTHERN MONTEREY COUNTY MEMORIAL
5 HOSPITAL (“Defendant”) and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382 and Labor Code §2699, et seq., on behalf of Plaintiff and two Proposed Classes composed of
10 and defined as follows (collectively referred to herein as the Proposed Classes):

11 a. All persons who are employed or have been employed as a
12 non-unionized, non-exempt employee by SOUTHERN
13 MONTEREY COUNTY MEMORIAL HOSPITAL, in the State of
14 California since four (4) years prior to the filing of this action to the
15 present plus any additional time during which the statutes of
16 limitation for the causes of action herein were tolled pursuant to
17 Emergency Rule 9 of the California Rules of Court, the ‘Emergency
18 Rules Related to COVID-19’. (“Proposed Non-Unionized Class”)

16 All persons who are employed or have been employed as a non-
17 exempt employee by SOUTHERN MONTEREY COUNTY
18 MEMORIAL HOSPITAL, in the State of California since four (4)
19 years prior to the filing of this action to the present plus any
20 additional time during which the statutes of limitation for the causes
21 of action herein were tolled pursuant to Emergency Rule 9 of the
22 California Rules of Court, the ‘Emergency Rules Related to
23 COVID-19’. (“Proposed Non-Exempt Class”)

21 2. Any limitations period referenced in this complaint is extended pursuant to
22 Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the
23 California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of
24 limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020
25 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action
26 that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the
27 relevant time period or statute of limitations referenced in this complaint is extended into the past
28 by the number of days in which this tolling was in effect.

1 3. From at least four (4) years prior to the filing of this action continuing to the present,
2 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Non-
3 Unionized Class Members when they work more than eight (8) hours in a day and/or forty (40)
4 hours in a week. Plaintiff and other Proposed Non-Unionized Class were not properly
5 compensated for overtime at the appropriate rate of pay.

6 4. From at least four (4) years prior to the filing of this action and continuing to the
7 present, Defendant failed to apprise Plaintiff and the Proposed Classes of their rights associated
8 with meal periods and failed to provide compliant meal periods. Defendant has had a consistent
9 policy of requiring Plaintiff and the Proposed Classes to take late meal breaks that occurred after
10 the first five hours of each shift and failing to pay such employees one (1) hour of pay at the
11 employees' appropriate regular rate of compensation for each workday that the first meal period
12 was not provided within the first (5) hours of the shift.

13 5. For at least four (4) years prior to the filing of this action and continuing to the
14 present, Defendant failed to apprise Plaintiff and the Proposed Classes of their rights associated
15 with rest periods and failed to provide all required rest periods of at least ten (10) minutes per four
16 (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay
17 at the employee's appropriate regular rate of compensation for each workday that the rest period
18 was not provided, as required by California state wage and hour laws.

19 6. For at least one (1) year prior to the filing of this action continuing to the present,
20 Defendant has failed to comply with Labor Code § 226(a). Plaintiff and the Proposed Classes are
21 furnished wage statements in violation of Labor Code §226(a)(2) that do not accurately show the
22 number of total hours worked and all applicable hourly rates in effect during the pay period and
23 the corresponding number of hours worked at each hourly rate by Plaintiff and the Proposed
24 Classes in violation of Labor Code §226(a)(9). Further, Plaintiff and the Proposed Classes are
25 issued wage statements that do not include meal and rest premiums as a result of the claims alleged
26 above and when they do, they are not paid at the correct regular rate.

27 7. For at least three (3) years prior to the filing of this action continuing to the present,
28 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and

1 the Proposed Classes.

2 8. Plaintiff, on behalf of herself and all Proposed Class Members brings this action
3 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199; Wage Order
4 5-2001; and California Code of Regulations, Title 8, Section 11050, seeking unpaid
5 wages/overtime, meal and rest period penalties, accurate itemized wage statements, other
6 penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

7 9. Plaintiff, on behalf of herself and all Proposed Class Members, pursuant to Business
8 & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of
9 all benefits Defendant enjoyed from its unlawful conduct as described herein.

10 10. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
11 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
12 PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph
13 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
14 pursuant to PAGA. Plaintiff, on behalf of herself and all aggrieved employees presently or
15 formerly employed by Defendant during the liability period as defined in her PAGA notice letter
16 (see Exhibit "1"), brings this representative action pursuant to Labor Code §2699, et seq. seeking
17 penalties for Defendant's failure to provide all wages and/or overtime, failure to provide lawful
18 meal periods, failure to provide lawful rest periods, failure to provide accurate itemized wage
19 statements, and failure to pay all wages due at the time of termination.

20 II.

21 JURISDICTION AND VENUE

22 11. This Court has subject matter jurisdiction over all causes of action asserted herein
23 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
24 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
25 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
26 State of California or is subject to adjudication in the courts of the State of California.

27 12. This Court has personal jurisdiction over Defendant because Defendant has caused
28 injuries in the County of Monterey and the State of California through their acts, and by their

violation of the California Labor Code, California state common law, and California Business & Professions Code § 17200, *et seq.*

13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within Monterey County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class Members within the State of California and the county of Monterey.

14. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

15. Plaintiff files this amended complaint adding a claim for penalties pursuant to Labor Code §2699, et seq. as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

III.

PARTIES

A. PLAINTIFF

16. Plaintiff INGRID HANSEN-SCHOOLDERMAN is a resident of California.

17. Plaintiff and all Proposed Class Members, were regularly required to:

- a. Work without being paid for all hours at the appropriate overtime rate;
- b. Work without being provided meal periods;
- c. Work without being provided rest periods; and
- d. Work without being provided itemized wage statements in writing that accurately report all hours worked and the corresponding rate of pay for all hours and include meal and rest premiums as a result of the claims alleged above and when they do, they are not at the accurate rate.

18. Defendant willfully failed to compensate Plaintiff and all Proposed Class Members for wages at the termination of their employment with Defendant.

19. As a result of this conduct, Defendant has engaged in unfair competition and

1 unlawful business practices.

2 20. Plaintiff and all aggrieved employees as defined in her notice letter to the LWDA
3 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
4 §2699(c).)

5 **B. DEFENDANTS**

6 21. Defendant SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL is
7 believed to be a California corporation operating within the State of California. Defendant’s
8 corporate address is believed to be 300 Canal St, King City, CA 93930. Upon information and
9 belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within
10 California. Defendant has done and does business throughout the State of California.

11 22. The true names and capacities, whether individual, corporate, associate, or
12 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
13 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
14 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
15 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
16 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
17 capacities of the Defendants designated hereinafter as DOES when such identities become known.

18 23. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
19 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
20 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
21 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
22 employer and/or joint employer of Plaintiff and the Proposed Class Members.

23 24. Furthermore, Defendants acted in all respects as the employers or joint employers
24 of the Proposed Classes. Defendants, and each of them, exercised control over the wages, hours or
25 working conditions of the Proposed Classes, or suffered or permitted the Proposed Classes to work,
26 or engaged, thereby creating a common law employment relationship, with the Proposed Classes.
27 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Classes.

28 ///

1 **IV.**

2 **FACTUAL BACKGROUND**

3 25. Plaintiff and the Proposed Classes are, and at all times pertinent hereto, have been
4 classified as non-exempt employees by Defendant. Defendant hires employees who work as
5 hourly employees who are paid on an hourly basis.

6 26. Upon information and belief, Plaintiff and the Proposed Classes are covered by
7 California Industrial Welfare Commission Occupational Wage Order No. 5-2001 (Title 8 Cal.
8 Code of Regs. § 11050).

9 27. On a regular and consistent basis, Plaintiff and the Proposed Non-Unionized Class
10 Members were not paid at the proper rate of compensation. Plaintiff and Proposed Non-Unionized
11 Class Members were not properly compensated for overtime at the appropriate rate of pay because
12 Defendant failed to compensate them at the appropriate overtime rate when they worked over eight
13 (8) hours in one day and/or forty (40) hours in one week.

14 28. Plaintiff and all Proposed Class Members have been forced by Defendant to work
15 over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break
16 and not being compensated one (1) hour of pay at their regular rate of compensation for each
17 workday that a meal period was not provided or provided after five (5) hours, all in violation of
18 California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Very
19 recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court
20 set forth the formula for calculating the one extra hour of premium pay that employees are owed
21 if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held
22 that those premium payments must include the hourly value of any nondiscretionary earnings (such
23 as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate.
24 Defendant has had a consistent policy of paying meal period premiums at the base rate and not the
25 blended rate in violation of Labor Code §§ 226.7 and 512. Defendant also failed to inform Plaintiff
26 and the members of the Proposed Classes of their right to take compliant meal periods by way of
27 a lawful policy.

28 29. For at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendant has had a consistent policy of failing to provide all required rest periods of at
2 least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
3 employees one (1) hour of pay at the employee's regular rate of compensation for each workday
4 that the rest period was not provided, as required by California state wage and hour laws.
5 Defendant also failed to inform Plaintiff and the members of the Proposed Classes of their right to
6 take compliant rest periods by way of a lawful policy.

7 30. For at least one (1) year prior to the filing of this action continuing to the present,
8 Defendant has failed to comply with Labor Code § 226(a). Plaintiff and the Proposed Classes are
9 furnished wage statements in violation of Labor Code §226(a)(2) that do not accurately show the
10 number of total hours worked and all applicable hourly rates in effect during the pay period and
11 the corresponding number of hours worked at each hourly rate by Plaintiff and the Proposed
12 Classes in violation of Labor Code §226(a)(9). Further, Plaintiff and the Proposed Classes are
13 issued wage statements that do not include meal and rest premiums as a result of the claims alleged
14 above and when they do, they are not paid at the correct regular rate.

15 31. Defendant willfully failed to pay wages and compensation, when Plaintiff and all
16 Proposed Class Members quit or were discharged. This failure was willful, without legal
17 justification, and interfered with Plaintiff's and Class Members' rights.

18 32. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

19 **V.**

20 **CLASS ACTION ALLEGATIONS**

21 33. Plaintiff brings this action on behalf of herself and all others similarly situated as a
22 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent two
23 Proposed Classes composed of and defined as follows:

24 a. All persons who are employed or have been employed as a
25 non-unionized, non-exempt employee by SOUTHERN
26 MONTEREY COUNTY MEMORIAL HOSPITAL, in the State of
27 California since four (4) years prior to the filing of this action to the
28 present plus any additional time during which the statutes of
limitation for the causes of action herein were tolled pursuant to
Emergency Rule 9 of the California Rules of Court, the 'Emergency
Rules Related to COVID-19'. ("Proposed Non-Unionized Class")

1 All persons who are employed or have been employed as a non-
2 exempt employee by SOUTHERN MONTEREY COUNTY
3 MEMORIAL HOSPITAL, in the State of California since four (4)
4 years prior to the filing of this action to the present plus any
5 additional time during which the statutes of limitation for the causes
6 of action herein were tolled pursuant to Emergency Rule 9 of the
7 California Rules of Court, the 'Emergency Rules Related to
8 COVID-19'. ("Proposed Non-Exempt Class")

9 34. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
10 amend or modify the class description with greater specificity, by division into subclasses, or by
11 limitation to particular issues.

12 35. This action has been brought and may properly be maintained as a class action
13 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
14 community of interest in the litigation and the Proposed Classes are easily ascertainable.

15 **A. NUMEROSITY**

16 36. The potential members of the Proposed Classes as defined are so numerous that
17 joinder of all the members of the Proposed Classes is impracticable. While the precise number of
18 Proposed Class Members has not been determined at this time, Plaintiff is informed and believes
19 that Defendant currently employ, and during the relevant time periods employed over 50 members
20 of the Proposed Classes.

21 37. Plaintiff alleges that Defendant's employment records would provide information
22 as to the number and location of all Proposed Class Members. Joinder of all members of the
23 Proposed Classes is not practicable.

24 **B. COMMONALITY**

25 38. There are questions of law and fact common to the Proposed Classes that
26 predominate over any questions affecting only individual Proposed Class Members. These
27 common questions of law and fact include, without limitation:

28 a. Whether Defendant failed to pay wages and/or overtime compensation as
required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 5-
2001 or other applicable IWC Wage Orders by failing to provide required meal periods throughout

the term of employment and/or failing to compensate said employees one (1) hour of wages at their regular rate of compensation in lieu of meal periods;

c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 5-2001 or other applicable IWC Wage Orders by failing to inform Plaintiff and the Proposed Classes of their right to take meal periods and by way of a lawful policy;

d. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 5 - 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Classes of their right to take rest periods and failing to provide all required rest periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of rest periods;

e. Whether Defendants violated Labor Code § 226(a) by failing to provide accurate itemized wage statements that accurately report the total hours worked and the applicable rates for all hours worked and the corresponding number of hours worked at each hourly rate by the employee and meal and rest premiums;

f. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that any Proposed Class Member's employment with Defendant terminated;

g. Whether Defendant violated § 17200, *et seq.* of the Business & Professions Code by engaging in the acts previously alleged; and

h. Whether Plaintiff and the members of the Proposed Classes are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

i. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

C. TYPICALITY

39. The claims of Plaintiff are typical of the claims of the Proposed Classes. Plaintiff and all members of the Proposed Classes sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

1 **D. ADEQUACY OF REPRESENTATION**

2 40. Plaintiff will fairly and adequately represent and protect the interests of the
3 members of the Proposed Classes.

4 41. Counsel who represent Plaintiff and the Proposed Classes are competent and
5 experienced in litigating large employment class actions.

6 **E. SUPERIORITY OF CLASS ACTION**

7 42. A class action is superior to other available means for the fair and efficient
8 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
9 practicable, and questions of law and fact common to the Proposed Classes predominate over any
10 questions affecting only individual members of the Proposed Classes. Each member of the
11 Proposed Classes has been damaged and is entitled to recovery by reason of Defendant's illegal
12 policy and/or practice of failing to pay all wages due, failing to provide meal and rest periods,
13 failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation
14 or termination.

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

19 **VI.**

20 **FIRST CAUSE OF ACTION**

21 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED NON-UNIONIZED**

22 **CLASS**

23 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

24 **LABOR CODE §§ 510, 1194, AND 1199**

25 44. Plaintiff, on behalf of herself and the Proposed Non-Unionized Class, realleges and
26 incorporates by reference all previous paragraphs.

27 45. Labor Code §§ 510, 1194, and 1199 require an employer to compensate its
28 employees at the rate of no less than one and one-half times the regular rate of pay for any work

1 in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one
2 workweek.

3 46. Plaintiff and the Proposed Non-Unionized Class were forced to work on a regular
4 and consistent basis without receiving compensation for all hours worked at the proper rate. Of
5 pay Specifically, Plaintiff and the Proposed Non-Unionized Class were not paid at the correct
6 overtime rate when they were working more than eight (8) hours in one day and/or forty (40) hours
7 in one week.

8 47. By their policy of requiring Plaintiff and members of the Proposed Non-Unionized
9 Class to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek
10 without compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant
11 willfully violated the provisions of Labor Code §§ 510, 1194 and 1199.

12 48. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Non-
13 Unionized Class Members have been deprived of wages and/or overtime in amounts to be
14 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,
15 attorneys' fees, and costs.

16 **VII.**

17 **SECOND CAUSE OF ACTION**

18 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASSES**

19 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

20 **LABOR CODE § 226.7 AND LABOR CODE § 512**

21 49. Plaintiff, on behalf of herself and the Proposed Classes, realleges and incorporates
22 by reference all previous paragraphs.

23 50. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
24 compensation for each meal period the employer fails to provide. Employees are entitled to a first
25 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
26 first five (5) hours of the shift.

27 51. Defendant failed to maintain a policy informing Plaintiff and the Proposed Classes
28 of their rights with respect to meal periods.

52. Plaintiff and the Proposed Classes consistently worked shifts over five (5) hours. Defendant failed to provide Plaintiff and the Proposed Classes with proper meal periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time period.

53. Defendant has had a consistent policy of failing to pay Plaintiff and the Proposed Classes one (1) hour of pay at the employees' regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the appropriate blended rate which includes shift differential pay in violation of Labor Code §§ 226.7 and 512.

54. Pursuant to Labor Code § 226.7, Plaintiff and the Classes are entitled to damages in an amount equal to one (1) hour of wages at the regular rate of compensation per missed meal break, per day in a sum to be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASSES

FAILURE TO ALLOW REST PERIODS PURSUANT TO

LABOR CODE § 226.7

55. Plaintiff, on behalf of herself and the Proposed Classes, realleges and incorporates by reference all previous paragraphs.

56. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

57. Defendant failed to maintain an accurate policy informing Plaintiff and the

Proposed Classes of their rights with respect to rest periods.

58. Defendant consistently failed to provide all required rest breaks for Plaintiff and members of the Proposed Classes including a third rest period for shifts over 10 hours as required. As such, Defendant failed to provide Plaintiff and the Proposed Classes with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period.

59. Further, Plaintiff and the Proposed Classes were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate including shift differential pay in violation of Labor Code §§ 226.7 and 512.

60. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Classes are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

IX.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASSES

VIOLATION OF LABOR CODE § 226(A)

61. Plaintiff, on behalf of herself and the Proposed Classes, realleges and incorporates by reference all previous paragraphs.

62. Labor Code §226(a) requires employers to furnish accurate itemized wage statements in writing that show total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (Labor Code §§ 226(a)(2) and (9) respectively.)

63. Defendant furnishes Plaintiff and the Proposed Class Members itemized wage

1 statements that do not accurately show total hours worked or all applicable hourly rates in effect
2 during the pay period and the corresponding number of hours worked at each hourly rate.

3 64. Further, Plaintiff and the Proposed Classes are issued wage statements that do not
4 include accurate meal and rest premiums as a result of the claims alleged above and when they do,
5 they are not at the correct rate.

6 65. Defendant's failure to provide accurate itemized wages statements according to
7 Labor Code § 226(a) was all done on a regular and consistent basis.

8 66. An employee suffering injury as a result of a knowing and intentional failure by an
9 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
10 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
11 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
12 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
13 reasonable attorneys' fees.

14 **X.**

15 **FIFTH CAUSE OF ACTION**

16 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASSES**

17 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

18 67. Plaintiff, on behalf of herself and the Proposed Classes, realleges and incorporates
19 by reference all previous paragraphs.

20 68. Numerous members of the Proposed Classes including the Plaintiff are no longer
21 employed by Defendant. They were either fired or quit Defendant's employ.

22 69. Defendant's failure to pay wages, as alleged above was willful in that Defendant
23 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Classes to
24 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
25 penalty until paid for a period of up to thirty (30) days from the time they were due.

26 70. Defendant has failed to pay Plaintiff and others a sum certain at the time of
27 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
28 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and

1 the Proposed Classes are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
2 Members' daily wage multiplied by thirty (30) days.

3 **XI.**

4 **SIXTH CAUSE OF ACTION**

5 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASSES**

6 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

7 71. Plaintiff, on behalf of herself and the Proposed Classes, realleges and incorporates
8 by reference all previous paragraphs.

9 72. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of herself,
10 on behalf of the general public, and on behalf of the Proposed Classes, bring this claim pursuant
11 to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
12 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
13 public, and the Proposed Classes. Plaintiff seeks to enforce important rights affecting the public
14 interest within the meaning of Code of Civil Procedure § 1021.5.

15 73. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204,
16 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
17 appropriate equitable relief.

18 74. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
19 practices.

20 75. California's wage and hour laws express fundamental public policies. Providing
21 employees with proper wages and compensation are fundamental public policies of this State and
22 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
23 vigorously minimum labor standards, to ensure that employees are not required or permitted to
24 work under substandard and unlawful conditions, and to protect law-abiding employers and their
25 employees from competitors who lower their costs by failing to comply with minimum labor
26 standards.

27 76. Defendant has violated statutes and public policies as alleged herein. Through the
28 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have

1 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
2 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
3 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
4 guaranteed to all employees under law.

5 77. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
6 violation of § 17200, *et seq.* of the Business & Professions Code.

7 78. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
8 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
9 § 17200, *et seq.* of the Business & Professions Code.

10 79. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
11 others similarly situated have been damaged in a sum as may be proven.

12 80. Unless restrained, Defendant will continue to engage in the unlawful conduct as
13 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
14 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
15 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
16 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
17 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
18 Proposed Classes the money Defendant has unlawfully failed to pay.

19 **XII.**

20 **SEVENTH CAUSE OF ACTION**

21 **PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.**

22 81. Plaintiff, on behalf of herself and all aggrieved employees, realleges and
23 incorporates by reference all previous paragraphs.

24 82. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
25 seeks penalties under Labor Code §2699, *et seq* use of Defendant's violation of Labor Code §§
26 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199; Wage Order 5-2001; and California Code of
27 Regulations, Title 8, Section 11050, which call for civil penalties.

28 83. For each such penalty, Plaintiff and the aggrieved employees are entitled to

penalties in an amount to be shown at trial, subject to the following formula:

a. \$100 for the initial violation per employee per pay period.

b. \$200 for each subsequent violation per employee per pay period.

84. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

85. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant Southern Monterey County Memorial Hospital's entity address, which is 300 Canal St, King City, CA 93930, as proscribed by the Code on November 12, 2021, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199. (see Exhibit "1.") Plaintiff obtained an e-filing confirmation from the LWDA confirming receipt of the notice (see Exhibit "2").

86. As no letter evidencing the LWDA's intention to investigate was received by Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiff and each Proposed Non-Unionized Class Member from at least four (4) years prior to the filing of this action to the present as may be proven;

2. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' regular rate of pay for each meal period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;

3. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' regular rate of pay for each rest period missed or taken late from at least four (4) years

¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

1 prior to the filing of this action to the present as may be proven;

2 4. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
3 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
4 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
5 an aggregate penalty of four thousand dollars (\$4,000);

6 5. For penalties pursuant to Labor Code § 203 for all employees who were terminated
7 or resigned equal to their daily wage times thirty (30) days;

8 6. An award of prejudgment and post judgment interest;

9 7. An order enjoining Defendant and its agents, servants, and employees, and all
10 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
11 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
12 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
13 1199, and IWC 5-2001;

14 8. For restitution for unfair competition pursuant to Business & Professions Code
15 § 17200, *et seq.* including disgorgement or profits, in an amount as may be proven;

16 9. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
17 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, and Wage Order 5-2001;

18 10. An award providing for payment of costs of suit;

19 11. An award of attorneys' fees; and

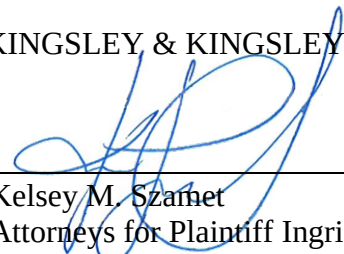
20 12. Such other and further relief as this Court may deem proper and just.

21 **DEMAND FOR JURY TRIAL**

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

23 DATED: March 16, 2022

24 KINGSLEY & KINGSLEY, APC

25 By: 

26 Kelsey M. Szamet
27 Attorneys for Plaintiff Ingrid Hansen-Schoolderman
28 and the Proposed Classes

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

November 12, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL
300 Canal St
King City, CA 93930
Via Certified Mailing No.: 7020 0640 0002 1439 7694

SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL
c/o Agent for Service of Process
Linda Somers Smith
979 Los Osos St, Suite E/F
San Luis Obispo, CA 93406
Via Certified Mailing No.: 7020 0640 0002 1439 7687

Re: INGRID HANSEN-SCHOOLDERMAN v. SOUTHERN MONTEREY
COUNTY MEMORIAL HOSPITAL
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents INGRID HANSEN-SCHOOLDERMAN (“Plaintiff”) and a proposed group of current and former employees working for SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of two groups of aggrieved employees defined as follows:

1. All persons who are employed or have been employed as a non-unionized, non-exempt employee by SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“Non-Unionized Aggrieved Employees”).

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 12, 2021

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2. All persons who are employed or have been employed as a non-exempt employee by SOUTHERN MONTEREY COUNTY MEMORIAL HOSPITAL, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the 'Emergency Rules Related to COVID-19'. ("Non-Exempt Aggrieved Employees").

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the "Emergency Rules Related to COVID-19," Appendix I to the California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 ["Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 16 1, 2020."] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all Non-Unionized Aggrieved Employees. Plaintiff and other Non-Unionized Aggrieved Employees were not properly compensated for all hours worked over eight (8) hours in one day and/or forty (40) hours in one week.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Defendant has had a consistent policy of: (1) failing to provide Plaintiff and Non-Unionized Aggrieved Employees compliant meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as shift differential pay and non-discretionary bonuses),

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 12, 2021

Page 3 of 4

and cannot simply be paid at an employee's base hourly rate. Here, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512. In addition, Defendant failed to apprise Plaintiff and Non-Unionized Aggrieved Employees of their rights associated with meal periods.

Pursuant to Labor Code § 226.7 and Wage Order 5-2001, Defendant failed to provide Plaintiff and Non-Unionized Aggrieved Employees with all required rest periods. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant also failed to provide third rest periods despite regularly requiring Plaintiff and the aggrieved employees to work shifts over ten (10) hours. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. In addition, Defendant failed to apprise Plaintiff and Non-Unionized Aggrieved Employees of their rights associated with rest periods.

Defendant also engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including all hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Plaintiff and Non-Unionized Aggrieved Employees. Here, Defendant has failed to furnish Plaintiff and Non-Unionized Aggrieved Employees with accurate itemized wage statements that include all hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee under Labor Code §§ 226(a)(2) and (9). Further, Plaintiff and Non-Unionized Aggrieved Employees are issued wage statements that do not include accurate meal and rest premiums as a result of the claims alleged above and when they do, they are not at the correct rate.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and Non-Unionized Aggrieved Employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and Non-Unionized Aggrieved Employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

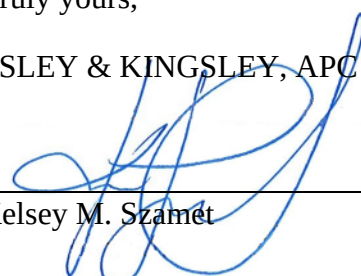
November 12, 2021

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pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, and 1199 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Abramson Labor Group, 3580 Wilshire Blvd Ste 1260, Los Angeles, CA 90010-2513

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Boulevard

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Ingrid Hansen-Schoolderman

Plaintiff/Aggrieved Employee Occupation *

Nurse LVN

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Other/Don't Know

Employer Name *

Southern Monterey County Memorial Hospital

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

300 Canal St

Employer City *

King City

Employer State *	Employer Zip/Postal Code *
California	93930
Employer Industry *	Employer Industry for "Other" *
Other	Health Care

Add additional defendants

☐ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.c

Billing Phone

Billing Street Name, Number and Suite/Apt *

16133 Ventura Boulevard Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Master Card

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 PAGA Letter- S... Hospital.pdf

Other Attachment - (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, November 12, 2021 1:19 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

11/12/2021

LWDA Case No. LWDA-CM-852135-21

Law Firm : Kingsley & Kingsley

Plaintiff Name : Ingrid Hansen-Schoolderman

Employer: Southern Monterey County Memorial Hospital Filing Fee : \$75.00 IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7CJulie%40kingsleykingsley.com%7Cc964593304144c2a41c308d9a6221a2b%7C121a7875db eb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637723487686078918%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMD AiLCJQljojV2luMzliLCJBTiI6IkhWwWwLCJXVCi6Mn0%3D%7C1000&data=AI7LYz7tajgDeeyF1OrzT%2BTSDtPIDkx8jISC GW9y%2FHU%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, November 12, 2021 1:20 PM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-852135-21

Order Number: ORD-000142435

Total:\$75.00

Card Type: Master Card

Date: 11/12/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436