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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOANABELLE PIZARRO ORDONA,
TAKEYA RIDEOUT, Individually and on
Behalf of Other Members of the Public and
those Similarly Situated,

Plaintiffs,

v.

FIRST CLASS NURSES, INC., a California
Corporation,
AMGAD WAHBA,
RAMY WAHBA, and
DOES 1-10, Inclusive,

Defendants.

Case No. 30-2021-01238237-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
HONORABLE GLENDA SANDERS
DEPARTMENT: CX-101
ACTION FILED: DECEMEBER 27, 2021

**CLASS ACTION AS TO PLAINTIFFS' FIRST
THROUGH THIRTEENTH CAUSES OF
ACTION AND PAGA ACTION AS TO
PLAINTIFFS' FOURTEENTH CAUSE OF
ACTION**

FIRST AMENDED COMPLAINT FOR:

- (1) TRAINING/ORIENTATION INDEMNIFICATION;
- (2) ILLEGAL WAIVER OF TRAINING/ORIENTATION INDEMNIFICATION;
- (3) FAILURE TO INDEMNIFY FOR BUSINESS EXPENSES;
- (4) ILLEGAL WAGE NON-DISCLOSURE AGREEMENT;
- (5) ILLEGAL NON-COMPETITION AGREEMENT;
- (6) OVERTIME;
- (7) MINIMUM WAGES;
- (8) REGULAR WAGES;
- (9) REST PERIODS AND REST PREMIUMS;
- (10) MEAL PERIODS AND MEAL PREMIUMS;
- (11) FAILURE TO PAY TIMELY WAGES UPON SEPARATION OF EMPLOYMENT;
- (12) FAILURE TO PROVIDE AND

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COMES NOW Plaintiffs JOANABELLE PIZARRO ORDONA (“ORDONA,”) and TAKEYA RIDEOUT (“RIDEOUT”) (collectively, ORDONA and RIDEOUT are “Plaintiffs”), individually and on behalf of the public, persons similarly situated and in a representative capacity, and assert claims against FIRST CLASS NURSES, INC. (“Defendant” or “FCN”) and Does 1-10 inclusive (collectively with FCN, “Defendants”), and individuals AMGAD WAHBA and RAMY WAHBA (individuals also known as “Individual Defendants”) (FCN and Individual Defendants are collectively referred to as “PAGA Defendants”) as follows:

JURISDICTION AND VENUE

1. This is an individual action as well as a class action (Causes of Action One through Thirteen) brought by Plaintiffs for violations of the California Labor Code including those pertaining to:

- the failure to indemnify employees for business expenses/losses including costs and expenses associated with training and orientation and illegally attempting to pass costs onto employees;
- the illegal use of agreements¹ that purport to waive employee benefits and protections of the California Labor Code including but not limited to those enumerated in California Labor Code sections 2802 and 2802.1;
- the illegal use of non-competition agreements and wage non-disclosure agreements²;
- the failure to pay and timely pay all statutory minimum, overtime, and paid sick time to employees during employment an upon separation of employment;
- unlawful wage deductions and wage collection/repayment;
- the failure to pay mandated meal and rest premium wages and at the correct rate of pay;
- the failure to provide all mandated meal periods and authorize and permit all mandated rest periods;
- the failure to provide and maintain compliant itemized wages statements;

¹ Titles of said agreements include but are not limited to: “Contract Agreement” and “Travel Assignment Agreement.” A copy of ORDONA’s “Contract Agreement” is attached as Exhibit A. A copy of RIDEOUT’s Contract Agreement is attached as Exhibit B.

² See footnote 1.

1 The declaratory and injunctive relief sought by Plaintiffs are within the jurisdiction of the Superior Court.
2 The monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the
3 Superior Court and will be established according to proof at trial.

4 2. This is also a private attorneys general enforcement action brought by Plaintiffs under the
5 California Labor Code Private Attorneys General Act of 2004 codified in California Labor Code §2698,
6 *et seq.* (PAGA) (Fourteenth Cause of Action). Plaintiffs seek PAGA penalties on behalf of themselves
7 and other current and former California employees as defined herein.

8 3. This Court has jurisdiction over this action pursuant to the California Constitution, Article
9 VI, §10, which grants the California Superior Court original jurisdiction except those given by statute to
10 other courts. The statutes under which this action is brought do not give jurisdiction to any other court.

11 4. This Court has jurisdiction over Defendants because, upon information and belief, each
12 defendant is either a resident of California, has sufficient minimum contacts in California, or otherwise
13 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the
14 California Courts consistent with traditional notions of fair play and substantial justice.

15 5. Venue is proper in this Court because Defendants transact some business in the County of
16 Orange and some of the alleged violations and/or harm occurred and/or arose in the County of Orange.

17 **PARTIES**

18 6. Plaintiff ORDONA is, and at times mentioned in this complaint was a resident of California
19 who performed work for FCN as an employee (now former employee) in California. Plaintiff ORDONA
20 was an “employee,” at times relevant, as that term is defined in the California Labor Code and California
21 Industrial Welfare Commission Wage Order.

22 7. Plaintiff RIDEOUT is, and at times mentioned in this complaint was a resident of
23 California who performed work for FCN as an employee (now former employee) in California. Plaintiff
24 RIDEOUT was an “employee,” at times relevant, as that term is defined in the California Labor Code and
25 California Industrial Welfare Commission Wage Order.

26 8. Plaintiffs are informed and believe, and thereon allege that, at times relevant, FCN is and
27 has been a healthcare staffing company/nursing registry, a temporary services employer (including how
28 that term is used in California Labor Code section 201.3) and labor contractor (including how that term is

1 used in California Labor Code section 2810.3). Plaintiffs are informed and believe, and thereon allege
2 that, at times relevant, FCN has and continues to supply personnel to various clients throughout California
3 (“client employers”) including hospitals including but not limited to Centinela Hospital Medical Center
4 in Inglewood, California (“Centinela”), a Prime Healthcare company, where ORDONA and RIDEOUT
5 were placed/assigned to work as nurses. Centinela is an general acute care hospital. Plaintiffs are informed
6 and believe, and thereon allege, that, at times relevant, FCN has been an “employer” as that term is used
7 in the California Labor Code and applicable California Industrial Welfare Commission (“IWC”) Wage
8 Order.

9 9. Plaintiffs are informed and believe, and thereon allege, that at relevant times mentioned
10 herein, FCN did and continues to transact business in California, including in the County of Orange, and
11 the conduct and injuries alleged herein occurred in California, including some in the County of Orange.

12 10. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants,
13 the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of
14 its officers, directors, agents, employees, or representatives, including those who were actively engaged
15 in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

16 11. Amgad Wahba is identified, on the State of California, Secretary of State, Statement of
17 Information filed for FCN as an officer of FCN (Chief Executive Officer and Chief Financial Officer) and
18 also as a FCN director. Plaintiffs are informed and believe, and thereon allege, that at relevant times
19 mentioned herein Amgad Wahba was and is at all times relevant: (i) an “employer or other person acting
20 on behalf of an employer” under California Labor Code §§558(a) and 558.1(a) and (b) (“For purposes of
21 [California Labor Code §558.1(a)], the term ‘other person acting on behalf of an employer’ is limited to a
22 natural person who is an owner, director, officer, or managing agent of the employer, and the term
23 ‘managing agent’ has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.”); (ii) a
24 “person who fails to pay the wages of each employee” under California Labor Code §210(a); (iii) a “person
25 who unlawfully withholds wages due any employee...” under California Labor Code §225.5; (iv) an
26 “other person violating...” under California Labor Code §248.5(e); (v) a “person employing labor” under
27 California Labor Code §§1174, 1174.5; (vi) an “employer” under California Labor Code §§1182.12(b)(3)
28 (an employer “means any person who directly or indirectly, or through an agent or any other person,

1 employs or exercises control over the wages, hours, or working conditions of any person”); (vii) a “person
2 acting either individually or as an officer, agent, or employee of another person, who pays or causes to be
3 paid to any employee a wage less than the minimum fixed...” under California Labor Code §1197.1(a);
4 (viii) an “employer, or agent, manager, superintendent, or officer thereof” under California Labor Code
5 §432.5; and/or (ix) a “person” under California Labor Code §225.5.

6 12. Ramy Wahba is identified, on the State of California, Secretary of State, Statement of
7 Information filed for FCN as an officer of FCN (Secretary), as a FCN director, and also as the Agent for
8 Service of Process. Plaintiffs are informed and believe, and thereon allege, that at relevant times mentioned
9 herein Ramy Wahba was and is at all times relevant: (i) an “employer or other person acting on behalf of
10 an employer” under California Labor Code §§558(a) and 558.1(a) and (b) (“For purposes of [California
11 Labor Code §558.1(a)], the term ‘other person acting on behalf of an employer’ is limited to a natural
12 person who is an owner, director, officer, or managing agent of the employer, and the term ‘managing
13 agent’ has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.”); (ii) a “person who
14 fails to pay the wages of each employee” under California Labor Code §210(a); (iii) a “person who
15 unlawfully withholds wages due any employee...” under California Labor Code §225.5; (iv) an “other
16 person violating...” under California Labor Code §248.5(e); (v) a “person employing labor” under
17 California Labor Code §§1174, 1174.5; (vi) an “employer” under California Labor Code §1182.12(b)(3)
18 (an employer “means any person who directly or indirectly, or through an agent or any other person,
19 employs or exercises control over the wages, hours, or working conditions of any person”); (vii) a “person
20 acting either individually or as an officer, agent, or employee of another person, who pays or causes to be
21 paid to any employee a wage less than the minimum fixed...” under California Labor Code §1197.1(a);
22 (viii) an “employer, or agent, manager, superintendent, or officer thereof” under California Labor Code
23 §432.5; and/or (ix) a “person” under California Labor Code §225.5.

24 13. Plaintiffs are ignorant of the true names and capacities, whether individual, corporate,
25 associate, or otherwise, of the defendants sued herein as Does 1 through 10, inclusive and therefore sue
26 said defendants by such fictitious names (“Doe Defendants”). Plaintiffs will amend this Complaint to
27 insert the true names and capacities of the Doe Defendants at such time as the identities of the Doe
28 Defendants are ascertained.

14. Plaintiffs are informed and believe, and thereon allege, that the Doe Defendants are the partners, agents, or principals and/or co-conspirators of FCN, and/or Amgad Wahba, and/or Ramy Wahba, and of each other; that FCN, Amgad Wahba, Ramy Wahba and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of FCN, Amgad Wahba, and Ramy Wahba as alleged herein.

15. Plaintiffs are further informed and believe, and thereon allege, that at times relevant herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by FCN or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

CLASS ACTION ALLEGATIONS

16. Plaintiffs bring this action (Causes of Action One through Thirteenth) on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure §382.

17. All claims alleged herein arise under California law for which Plaintiffs seek relief as authorized by California law.

18. With respect to Plaintiffs' First through Thirteenth Causes of Action, the proposed Classes and are comprised of and defined as:

Any and all persons who are or were employees of First Class Nurses, Inc., however titled, in the state of California who have been presented with any document and/or signed any document (including but not limited to “Contract Agreement” and/or “Travel Assignment Agreement”) in connection with assignment of employment at Centinela Hospital Medical Center in Inglewood, California (hereinafter collectively referred to as the “Contract Agreement-Centinela Class” or “Contract Agreement-Centinela Class Members”).

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Any and all persons who are or were employees of First Class Nurses, Inc., however titled, in the state of California who have been presented with any document and/or signed any document (including but not limited to "Contract Agreement" and/or "Travel Assignment Agreement") in connection with assignment of employment at Centinela Hospital Medical Center in Inglewood, California and which references liquidated damages (or any sort of repayment or charges) associated with training and orientation provided by Centinela Hospital, and to be paid by the class member. ("Training/Orientation-Centinela Class")

Any and all persons who are or were employees of First Class Nurses, Inc., however titled, in the state of California at any time within four years prior to the filing of the original Complaint in this action (plus applicable time for tolling under Emergency Rule No. 9 or similar tolling rules) until resolution of this lawsuit and whose work assignment, at any point, has been remote, in the field and/or at a client location (hereinafter collectively referred to as the "Business Expense Class" or "Business Expense Class Members").

Any and all persons who are or were non-exempt employees of First Class Nurses, Inc., however titled, in the state of California at any time within four years prior to the filing of the original Complaint in this action (plus applicable time for tolling under Emergency Rule No. 9 or similar tolling rules) until resolution of this lawsuit (hereinafter collectively referred to as the "Non-Exempt Class" or "Non-Exempt Class Members").

Any and all persons who are or were non-exempt employees of First Class Nurses, Inc., however titled, in the state of California at any time within three years prior to the filing of the original Complaint in this action (plus applicable time for tolling under Emergency Rule No. 9 or similar tolling rules) until resolution of this lawsuit (hereinafter collectively referred to as the "Waiting Time Class" or "Waiting Time Class Members").

19. The members of the Contract Agreement-Centinela Class, Training/Orientation-Centinela Class, Business Expense Class, Non-Exempt Class, and Waiting Time Class, (collectively the "Classes" or "Class Members") are so numerous as to make it impracticable to bring them all before this Court. Plaintiff is unable to state the exact number of the Class Members without discovery of Defendants' books and records, but based on discovery to date the Classes exceed 100 members. The identity of Class Members is readily ascertainable by an inspection of Defendants' employment and payroll records.

20. There are questions of law and fact common to the members of each of the Classes that predominate over any questions affecting any individual in the Classes. Defendants have acted, and refused to act, on grounds generally applicable to members of the Classes.

21. Plaintiffs' claims are typical of the claims of the Class Members and Plaintiffs will fairly and adequately protect the interests of these members.

22. The prosecution of separate actions by individual members of the Classes would create the risk of:

1 (a) Inconsistent or varying adjudications in different jurisdictions with respect to
2 individual Class Members, which would establish incompatible standards of conduct for Defendants; and

3 (b) Adjudications with respect to individual Class Members which, as a practical
4 matter, would be dispositive of the interests and rights of Class Members who are not parties to the
5 adjudications, or would substantially impair or impede the ability of Class Members to protect their
6 interests.

7 23. At all times relevant to this action, Defendants have enacted and effected unlawful and
8 unfair state-wide employment policies and practices which have caused Plaintiffs and members of the
9 Classes to suffer injury. A class action is superior to other available methods for the fair and efficient
10 adjudication of Defendants' policies and practices and the damage they caused Plaintiffs and members of
11 the Classes to suffer and which are the subject matter of this action.

12 24. The claims asserted herein implicate questions of law or fact common to members of the
13 Classes. These common questions predominate over any questions affecting only individual Class
14 Members. Common questions include, but are not limited to:

15 (a) Whether Defendants failed to provide Non-Exempt Class Members with wage
16 statements that complied with the requirements of the California Labor Code §226(a);

17 (b) Whether Defendants failed to compensate Waiting Time Class Members timely
18 upon separation of employment;

19 (c) Whether Defendants failed to pay waiting time penalties to Waiting Time Class
20 Members;

21 (d) Whether Defendants failed to indemnify members of the Business Expense Class
22 for all expenses and losses incurred in violation of California Labor Code §2802;

23 (e) Whether Defendants unlawfully restrained engagement of a lawful profession,
24 trade, or business of any kind for the Contract Agreement-Centinela Class;

25 (f) Whether Defendants failed to calculate and pay all overtime and break premium
26 wages correctly for the Non-Exempt Class;

1 (g) Whether Defendants made unlawful wage deductions/unlawfully received and/or
2 collected wages from the Contract Agreement-Centinela Class, Training/Orientation-Centinela Class, and
3 Business Expense Class;

4 (h) Whether Defendants engaged in unfair competition in violation of California
5 Business and Professions Code §§17200, *et seq.*; and

6 (i) The appropriate amount of penalties, damages, and restitution and declaratory and
7 injunctive relief resulting from Defendants' violations of California law.

8 **ALLEGATIONS REGARDING PAGA ENFORCEMENT ACTION**

9 25. This is a PAGA enforcement action as to the Fourteen Cause of Action for recovery of
10 civil penalties under the PAGA. PAGA permits an “aggrieved employee” to bring an action for civil
11 penalties to address violations of the California Labor Code. Plaintiffs seek penalties, through this PAGA
12 action, as private attorneys general for the Labor Code violations committed against them and other current
13 and former California employees against whom one or more of the alleged violations was committed
14 defined as follows: (a) Any and all persons who are or were employees of First Class Nurses, Inc., however
15 titled, in the state of California who have been, at any time since one year prior to the PAGA Notice
16 submitted on December 24, 2021 (plus applicable time for tolling under Emergency Rule No. 9 or similar
17 tolling rules), presented with any document and/or signed any document (including but not limited to
18 “Contract Agreement” and/or “Travel Assignment Agreement”) in connection with assignment of
19 employment at Centinela Hospital Medical Center in Inglewood, California (hereinafter collectively
20 referred to as the “Contract Agreement-Centinela Employees”); (b) Any and all persons who are or were
21 employees of First Class Nurses, Inc., however titled, in the state of California who have been, at any time
22 since one year prior to the PAGA Notice submitted on December 24, 2021 (plus applicable time for tolling
23 under Emergency Rule No. 9 or similar tolling rules), presented with any document and/or signed any
24 document (including but not limited to “Contract Agreement” and/or “Travel Assignment Agreement”) in
25 connection with assignment of employment at Centinela Hospital Medical Center in Inglewood,
26 California and which references liquidated damages (or any sort of repayment or charges) associated with
27 training and orientation provided by Centinela Hospital, and to be paid by the employee.
28 (“Training/Orientation-Centinela Employees”); (c) Any and all persons who are or were employees of

1 First Class Nurses, Inc., however titled, in the state of California at any time since one year prior to the
2 PAGA Notice submitted on December 24, 2021 (plus applicable time for tolling under Emergency Rule
3 No. 9 or similar tolling rules) and whose work assignment, at any point, has been remote, in the field
4 and/or at a client location (hereinafter collectively referred to as the “Business Expense Employees”); (d)
5 Any and all persons who are or were non-exempt employees of First Class Nurses, Inc., however titled,
6 in the state of California at any time since one year prior to the PAGA Notice submitted on December 24,
7 2021 (plus applicable time for tolling under Emergency Rule No. 9 or similar tolling rules) (hereinafter
8 collectively referred to as the “Non-Exempt Employees”); and (e) Any and all persons who are or were
9 non-exempt employees of First Class Nurses, Inc., however titled, in the state of California at any time
10 since one year prior to the PAGA Notice submitted on December 24, 2021 (plus applicable time for tolling
11 under Emergency Rule No. 9 or similar tolling rules) (hereinafter collectively referred to as the “Waiting
12 Time Employees”) (“Contract Agreement-Centinela Employees, Training/Orientation-Centinela
13 Employees, Business Expense Employees, Non-Exempt Employees, and Waiting Time Employees are
14 collectively referred to as “PAGA Employees”) . Plaintiffs’ Fourteenth Cause of Action is suitable for
15 treatment as a PAGA action as:

16 (a) the violations set forth in the Fourteenth Cause of Action allege violations of the
17 California Labor Cde for which the Code provides a civil penalty to be assessed and recovered by the
18 LWDA or any department, division, commission, boards, agencies, or employees, or for which a penalty
19 is provided under California Labor Code §2699(f);

20 (b) each Plaintiff is an “aggrieved employees” because each is a person who was
21 employed by the alleged violator and against whom one or more of the alleged violations was committed;

22 (c) Plaintiffs have complied with the requirements to commence a civil action pursuant
23 to the PAGA;

24 (d) Plaintiffs have complied with the exhaustion requirements of PAGA by providing
25 written online notice to the LWDA and notice by certified letter to Defendants FCN, Amgad Wahba, and
26 Ramy Wahba on December 24, 2021 (attached hereto as Exhibit C) (the “PAGA Notice”) concerning the
27 PAGA claims Plaintiffs intend to pursue. More than 65 days have elapsed since Plaintiffs submitted the
28 PAGA Notice to the LWDA and to FCN, Amgad Wahba and Ramy Wahba, and Plaintiffs have received

1 no response from the LWDA and no response or notice (including any “cure” notice) from FCN, Amgad
2 Wahba and/or Ramy Wahba in response to the PAGA Notice.

3 **FACTUAL ALLEGATIONS**

4 26. At times relevant, including in the statutory periods, Plaintiff ORDONA was employed by
5 Defendants and PAGA Defendants (as used throughout the complaint, the term PAGA Defendants is used
6 as applicable to PAGA Employees) in California and Plaintiff RIDEOUT was employed by Defendants
7 and PAGA Defendants in California. On information and belief, at times relevant including in the
8 statutory periods, Defendants and PAGA Defendants employed, and continue to employ, employees
9 throughout the state of California, including the Class Members.

10 27. At times relevant, including in the statutory periods, ORDONA and RIDEOUT each were
11 non-exempt employees within the meaning of the California Labor Code and the implementing rules and
12 regulations of the California IWC Wage Orders. On information and belief, at times relevant including in
13 the statutory periods, Defendants and PAGA Defendants employed, and continue to employ, non-exempt
14 employees throughout the state of California, including the Non-Exempt Class Members and Non-Exempt
15 Employees.

16 28. At times relevant, including in the statutory periods, ORDONA and RIDEOUT each were
17 California licensed nurses and were assigned by Defendants and PAGA Defendants to work in the capacity
18 of a nurse. On information and belief, at times relevant including in the statutory periods, Defendants and
19 PAGA Defendants employed, and continue to employ licensed nurses and other persons and assign such
20 persons to work throughout the state of California.

21 29. At times relevant, including in the statutory periods, ORDONA and RIDEOUT each were
22 an employee providing direct patient care or an applicant for direct patient care employment for an
23 employer for a general acute care hospital. On information and belief, at times relevant including in the
24 statutory periods, Defendants and PAGA Defendants employed, and continue to employ throughout the
25 state of California, employees providing direct patient care for an employer for a general acute care
26 hospital, and/or further take in applicants, for direct patient care employment for an employer for a general
27 acute care hospital throughout the state of California, including Contract Agreement-Centinela Class
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Members, Training/Orientation-Centinel Class Members, Contract Agreement-Centinel Employees, and Training/Orientation-Centinel Employees.

TRAINING/ORIENTATION/EDUCATION PROGRAM

30. Cal. Labor Code §2802(a) provides in part, “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...” Cal. Labor Code §2802(c) states, “[f]or purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

31. Cal. Labor Code §2802.1(a)(1) states, “Section 2802 applies to any expense or cost of any employer-provided or employer-required educational program or training for an employee providing direct patient care or an applicant for direct patient care employment. Those expenses or costs shall constitute a necessary expenditure or loss incurred by the employee in direct consequence of the discharge of the employee’s duties, as that phrase is used in Section 2802.” Per Section 2802.1(a)(2) “[e]mployer-provided or employer-required educational program or training’ includes, but is not limited to, residencies, orientations, or competency validations necessary for direct patient care employment.” Per Section 2802.1(c), “[t]his section shall only apply to applicants for employment and employees providing direct patient care for an employer for a “general acute care hospital,” as defined in subdivision (a) of Section 1250 of the Health and Safety Code.”

32. At times relevant, including in the statutory periods, Plaintiffs, Training/Orientation-Centinel Class Members, and Training/Orientation-Centinel Employees, from time to time, have incurred necessary expenditures or losses in direct consequences of the discharge of duties, or of obedience to employer directions. Necessary expenditures or losses in direct consequences of the discharge of duties, or of obedience to employer directions result from:

(a) Plaintiffs, Training/Orientation-Centinel Class Members, and Training/Orientation-Centinel Employees’ participation in employer-provided or employer-required educational program or training for employees (including but not limited to orientations and training) as that term is used in Cal. Labor Code §2802.1;

(b) Plaintiffs, Training/Orientation-Centinela Class Members, and Training/Orientation-Centinela Employees signing purported contracts/agreements with FCN stating that if the employee terminates employment with FCN within a certain time frame (e.g. 2 years of working with Centinela Hospital in the capacity of a nurse), the employee is to pay FCN for costs associated with training and orientation provided to the employee by Centinela Hospital (e.g. \$27,000.00). The title of the purported contracts/agreements include but are not limited to: "Contract Agreement" and "Travel Assignment Agreement." A copy of ORDONA's "Contract Agreement" is attached as Exhibit A. A copy of RIDEOUT's Contract Agreement is attached as Exhibit B (the purported contracts/agreements regardless of their true name will be referred to herein as Contract Agreement). For example, a Contract Agreement (which FCN presented to Plaintiffs to sign) provides, in relevant part the following under a clause titled Liquidated Damages:

"You agree to pay liquidated damages to FCN in the amount of twenty seven thousand dollars (\$27,000.00) if you terminate your employment with FCN within two (2) years of working with Centinela Hospital in your capacity as a nurse. The amount of \$27,000.00 is the cost associated with training and orientation provided by Centinela Hospital to you based on your inexperience."³

(c) Attorney's fees and costs by Plaintiffs, Training/Orientation-Centinela Class Members, and Training/Orientation-Centinela Employees' enforcing the rights granted Cal. Labor Code §§2802 and 2802.1; and/or

(d) Attorney's fees, costs and expenses of FCN (including pursuant to a clause in the Contract Agreement that the employee, if unsuccessful in a dispute or claim from the Contract Agreement, shall pay all of the attorneys' fees and related costs and expenses of the successful party).

33. At times relevant, including in the statutory periods, Defendants, from time to time, have failed to indemnify Plaintiffs, Training/Orientation-Centinela Class Members, and Training/Orientation-Centinela Employees for all necessary expenditures or losses incurred by them in direct consequence of the discharge of duties, or of obedience to the directions of the employer as required by Cal. Labor Code

³ In another version of a Contract Agreement, the last sentence cited above is replaced with "This provision is based upon a contractual understanding between Centinela Hospital and FCN that \$27,000.00 is the cost associated with ten week training and orientation provided by Centinela Hospital to you based on your inexperience." Both Ordon and Rideout have received "demand" letters from FCN's attorney in FCN's efforts to recover \$27,000.00.

1 §§2802 and 2802.1, and thereby passing on the cost of doing business onto employees. The necessary
2 expenditures or losses that Defendants have failed to indemnify include:

3 (a) expenses and/or costs (including liquidated damages) associated with any
4 employer-provided or employer-required educational program or training for employees including but not
5 limited to orientations, residencies, training, and competency validations;

6 (b) Attorney's fees and costs by Plaintiffs, Training/Orientation-Centinela Class
7 Members, and Training/Orientation-Centinela Employees enforcing the rights granted Cal. Labor Code
8 §§2802 and 2802.1; and/or

9 (c) Attorney's fees, costs and expenses of FCN (including pursuant to a clause in the
10 Contract Agreement that the employee, if unsuccessful in a dispute or claim from the Contract Agreement,
11 shall pay all of the attorneys' fees and related costs and expenses of the successful party).

12 34. At times relevant, including in the statutory periods, Defendants and PAGA Defendants,
13 from time to time, presented Contract Agreements to be signed by Plaintiffs, Training/Orientation-
14 Centinela Class Members, and Training/Orientation-Centinela Employees. These Contract Agreements
15 purport to waive the benefits of Cal. Labor Code §§2802 and 2802.1. The Contract Agreements are null
16 and void as Cal. Labor Code §2804 states, "[a]ny contract or agreement, express or implied, made by any
17 employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not
18 deprive any employee or his personal representative of any right or remedy to which he is entitled under
19 the laws of this State."

20 35. The Contract Agreements further violates Cal. Labor Code §432.5 which states that "[n]o
21 employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant
22 for employment to agree, in writing, to any term or condition which is known by such employer, or agent,
23 manager, superintendent, or officer thereof to be prohibited by law."

24 36. The Contract Agreements further violate Cal. Labor Code §925(a)(2) which prohibits an
25 employer from requiring an employee who primarily resides and works in California, as a condition of
26 employment, to agree to a provision that would "deprive the employee of the substantive protection of
27 California with respect to a controversy arising in California."

28 ///

37. Collection by Defendants and PAGA Defendants of any monies for costs associated with training and orientation from Plaintiffs and/or Training/Orientation-Centinela Class Members and/or Training/Orientation-Centinela Employees, including liquidated damages, is also an unlawful collection/repayment of wages that FCN, Defendants and PAGA Defendants pays to said employees. This is because FCN, Defendants and PAGA Defendants pays wages to Plaintiffs, Training/Orientation-Centinela Class Members, and Training/Orientation-Centinela Employees for their work associated with the training and orientation. The charges and liquidated damages that FCN, Defendants and PAGA Defendants collects are wage kickbacks and make it appear FCN, Defendants and PAGA Defendants are paying the promised or required wages when in fact ultimately it is paying less. A net result is that FCN, Defendants and/or PAGA Defendants do not pay statutorily required minimum and overtime wages as a result of the kickback. It also secretly pays a lower wages than that set by contract or statute while purporting to pay the wage designated by statute or by contract. For example, wages designated by statute or contract are not really being paid to the employee as a result of FCN making deductions from and/or collecting/receiving, directly or indirectly, wages paid to the employee through the kickback.

BUSINESS EXPENSES – NECESSARY EXPENDITURES OR LOSSES

38. At times relevant, including in the statutory periods, FCN, Defendants and PAGA Defendants from time to time, required Plaintiffs, Business Expense Class Members, and Business Expense Employees, to utilize an electronic time recording system (including but not limited to Paycom) which it required to be downloaded to Plaintiffs and Business Expense Class Members' personal electronic device(s) such as cell phone. The electronic time recording system required Plaintiffs, Business Expense Class Members, and Business Expense Employees to provide and use their own personal electronic device as well internet/cellular service to access and record time. Other work related duties for FCN such as work communications and administrative work were also required to be done via personal devices/equipment and using internet/cellular service; these include telephone calls, email communications, and remote meetings. FCN, Defendants and/or PAGA Defendants however does not provide the electronic device(s)/equipment, nor internet/cellular service to Plaintiffs, Business Expense Class Members, Business Expense Employees for time recording purposes or other work related purposes, nor does FCN, Defendants and/or PAGA Defendants indemnify Plaintiffs, Business Expense Class

Members, Business Expense Employees for providing and using their own personal device(s) and internet/cellular service. This practice violates Section 2802 which states “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...” In violation of Section 2802, FCN, Defendants and PAGA Defendants pass on (or attempts to pass on) the employer’s cost of doing business onto Plaintiffs, Business Expense Class Members, and Business Expense Employees.

WAGE NON-DISCLOSURE AGREEMENT

39. Cal. Labor Code §232 provides that no employer may (a) require, as a condition of employment, that an employee refrain from disclosing the amount of his or her wages; (b) require an employee to sign a waiver or other document that purports to deny the employee the right to disclose the amount of his or her wages; (c) discharge, formally discipline, or otherwise discriminate against an employee who discloses the amount of his or her wages.

40. At times relevant, including in the statutory periods, FCN, Defendants and PAGA Defendants from time to time, violate Section 232 with respect to Plaintiffs, Contract Agreement-Centinela Class Members and Contract Agreement-Centinela Employees in that FCN, Defendants and PAGA Defendants require as a condition of employment that an employee refrain from disclosing the amount of his or her wages and/or requires an employee to sign a waiver or other document that purports to deny the employee the right to disclose the amount of his or her wages (including by way of a Travel Assignment Agreement or Contract Agreement that the employee signs that prohibits the disclosure of the terms and conditions of the agreement). For example, a clause titled Non-Disclosure in a Contract Agreement, states, “You agree that you will not disclose the terms and conditions of this agreement...” Included in the terms and conditions of the agreement is the amount of Plaintiffs, Contract Agreement-Centinela Class Members, and Contract Agreement-Centinela Employees’ wages.

41. In addition to violating Cal. Labor Code §232, the policy against disclosing wages violates Cal. Labor Code §432.5 which states that “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or

1 condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be
2 prohibited by law.”

3 42. The policy prohibiting wage disclosure also violates Cal. Labor Code §925(a)(2) which
4 prohibits an employer from requiring an employee who primarily resides and works in California, as a
5 condition of employment, to agree to a provision that would “deprive the employee of the substantive
6 protection of California with respect to a controversy arising in California.”

7 **NON-COMPETITION AGREEMENT**

8 43. At times relevant, including in the statutory periods, Plaintiffs, Contract Agreement-
9 Centinela Class Members and Contract Agreement-Centinela Employees, were, from time to time,
10 presented with and/or were required to sign a non-competition agreement with FCN that restrained the
11 engagement in a lawful profession, trade, or business of any kind. For example, a FCN Contract
12 Agreement provides, in relevant part the following:

13
14 “You agree that you will not become either directly or indirectly employed by Centinela
15 Hospital, or be assigned to Centinela Hospital by another employer, for a period of three
16 (3) months after termination of your assignment at Centinela Hospital to which FCN may
assign you, without a finder’s fee being paid to FCN.”

17 44. A non-competition agreement places restrictions on Plaintiffs and other Contract
18 Agreement-Centinela Class Members and Contract Agreement-Centinela Employees’ opportunities for
19 work. Such conduct is an unlawful restraint of trade, business and/or profession, in violation of California
20 Business Code §16600. In addition, the non-compete violates Cal. Labor Code §432.5 which states that
21 “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or
22 applicant for employment to agree, in writing, to any term or condition which is known by such employer,
23 or agent, manager, superintendent, or officer thereof to be prohibited by law.” It also violates Cal. Labor
24 Code §925(a)(2) which prohibits an employer from requiring an employee who primarily resides and
25 works in California, as a condition of employment, to agree to a provision that would “deprive the
26 employee of the substantive protection of California with respect to a controversy arising in California.”

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OVERTIME WAGES

45. At times during the relevant statutory periods, Plaintiffs and other Non-Exempt Class Members and Non-Exempt Employees, from time to time, worked overtime hours as defined by California law.

46. At times during the relevant statutory periods, Plaintiffs and other Non-Exempt Class Members and Non-Exempt Employees, from time to time, were entitled to be paid break (meal and rest) premium wages as defined by Cal. Labor Code §226.7.

47. At times during the relevant statutory periods, Defendants and PAGA Defendants, from time to time, have failed to accurately pay overtime wages to Plaintiffs, Non-Exempt Class Members and Non-Exempt Employees as a result of not calculating the overtime rate of pay properly through conduct including: failing to include all forms of qualified pay/benefits in the overtime rate of pay including not only the employee's base rate but also bonuses, incentive pay, COVID pay, preceptor pay, pay operating as wages and not reimbursements whether or not identified as wages or reimbursements, value of per diem benefits and pay operating as wages and not reimbursements whether or not identified as wages or reimbursements (including but not limited to meals, incidentals, housing/housing allowance or subsidy), and other forms of qualifying compensation/benefits, and not using the correct number of hours as the overtime divisor. Furthermore, as a result of the workweek (e.g. Monday through Sunday) not matching up with the pay period (e.g. Sunday through Saturday), overtime wages have not been paid accurately by Defendants, nor timely, and further wage statements do not accurately record hours worked and wages earned during the pay period. Likewise, daily overtime has not been paid correctly by Defendants and PAGA Defendant based on stated workday for overtime purposes. Accordingly, Defendants and PAGA Defendants have, at times, failed to pay overtime wages correctly thereby violating Sections 510 and 1198 of the California Labor Code. Defendants and PAGA Defendants have also violated Sections 201.3 and 204 of the Labor Code by failing to these wages during employment when due at the times proscribed by Sections 201.3, 204 and Sections 201/202 and 203 by failing to pay these wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty to Plaintiffs, Waiting Time Class Members, and Waiting Time Employees. Wage statement violations additionally have occurred as a result of the

overtime violations in that, in violation of Section 226(a), earned overtime wages are reported incorrectly on wage statements, and the applicable overtime rate of pay is listed incorrectly.

FAILURE TO PROVIDE MEAL PERIODS AND AUTHORIZE AND PERMIT PAID REST BREAKS; FAILURE TO PAY CORRECT MEAL AND REST BREAK PREMIUMS

48. Defendants and PAGA Defendants failed to provide compliant meal periods and authorize and permit compliant paid rest periods, from time to time during the statutory periods, to Plaintiffs, Non-Exempt Class Members, and Non-Exempt Employees.

49. Meal periods, from time to time, were late, less than 30 minutes in length, interrupted/on-duty, controlled, not provided at all when required, or had illegal restrictions placed on them including that breaks could not be taken off-premises. Moreover, policy did not provide for second meal periods when the work period was greater than ten (10) hours.

50. Rest periods, from time to time during the statutory periods, were not authorized and permitted, less than a net 10 minutes in length, interrupted/on-duty, controlled, not provided at all when required, or had illegal restrictions placed on them including that breaks could not be taken off-premises.

51. The reasons for non-compliance with meal and rest period laws requiring the provision of compliant breaks includes, from time to time, being a result of staff shortage, failure to provide coverage for breaks, work duties, failure to permit off-premise and off-duty breaks, failure to provide written notice of ability to take breaks, and failure to provide a meal period and/or rest period when the shift length requires the provision of these breaks but when the scheduled shift did not require the provision of break(s).

52. Defendants and PAGA Defendants have failed to pay, from time to time, rest premium wages to Plaintiffs, Non-Exempt Class Members and Non-Exempt Employees for non-compliant rest breaks.

53. When meal premiums were paid to Plaintiffs, Non-Exempt Class Members, and Non-Exempt Employees, they were paid, from time to time, at the incorrect rate of pay in that the meal premiums were paid at a sum less than the affected employee's regular rate of compensation which includes not only the employee's base rate but also bonuses, incentive pay, COVID pay, preceptor pay, pay operating as wages and not reimbursements whether or not identified as wages or reimbursements, value of per diem benefits and pay operating as wages and not reimbursements whether or not identified

1 as wages or reimbursements (including but not limited to meals, incidentals, housing/housing allowance
2 or subsidy), and other forms of qualifying compensation/benefits. To the extent any rest premiums were
3 paid, from time to time, the computation similar to that of meal premiums likewise would have been
4 incorrect.

5 54. As a result, Defendants and PAGA Defendants have violated California Labor Code
6 sections 226.7(b) and (c), 512, and 1198. Additionally, Defendants PAGA Defendants have violated
7 Section 204 by failing to pay premium wages due for meal and rest premiums during employment at the
8 times proscribed by Section 201.3, 204 and Sections 201/202 and 203 by failing to pay these wages by
9 the time proscribed by Sections 201/202 and failing to pay a waiting time penalty to Plaintiffs, Waiting
10 Time Class Members and Waiting Time Employees. Wage statement violations additionally have
11 occurred, from time to time, as a result of break and break premium wage violations in that, in violation
12 of Section 226(a), meal and rest break premiums wages earned are reported incorrectly on wage
13 statements.

14 **PAID SICK TIME**

15 55. Sections 245-249 of the California Labor Code require that paid sick leave be provided
16 pursuant to the requirements of these sections including at the amount, terms, rate of compensation, and
17 recording of same, as set forth in said sections. Starting in the year 2020, California enacted supplemental
18 sick pay laws specifically for Covid-19 and included these laws in Section 245 et seq. Covid-19
19 supplemental paid sick leave laws require paid sick leave be provided per the requirements including at
20 the amount, terms, rate of compensation, and recording of same, as set forth in said law.

21 56. Defendants and PAGA Defendants, from time to time during the statutory periods, have
22 not complied with California's paid sick leave laws including but not limited to Sections 246 and the
23 Section 248 series with respect to Plaintiffs, Non-Exempt Class Members and Non-Exempt Employees
24 eligible for paid sick time benefits, in that Defendants have failed to properly compute the amount due for
25 paid sick leave in conformance with the pay calculation under Sections 246 and the 248 series, resulting
26 in, from time to time, unpaid wages in addition to the discouragement the use of paid sick time due to
27 underpayment. Written notice of available paid sick time further is not appropriately recorded as required
28 by Section 246(i) and the Section 248 series.

57. As a result of this conduct, Defendants and PAGA Defendants have from time to time during the statutory periods violated Sections 201/202, 201.3, 204 (as a result of underpayment of wages), 226(a) (as a result of failing to accurately record paid sick time on wage statements), and 245-249 with respect to Plaintiffs, Non-Exempt Class Members, Non-Exempt Employees, Waiting Time Class Members and Waiting Time Employees.

UNTIMELY PAYMENT OF WAGES

58. At times relevant in the statutory periods, Defendants and PAGA Defendants, from time to time, have failed to timely pay Plaintiffs, Waiting Time Class Members and Waiting Time Employees all wages due upon separation of employment as required by California Labor Code §§ 201-203's timing requirements. This failure not only is the result of the failure, from time to time, to pay all wages due and owing upon separation of employment, but also as a result of Defendants' and PAGA Defendants' practice to not pay wages per California's timing requirements set forth in Sections 201, 201.3 and 202 of the Labor Code, but rather from time to time pay wages at a later date such as normal payroll date.

WAGE STATEMENTS, TIME RECORDS, 2810.5 NOTICES

59. At times during the statutory periods, Defendants and PAGA Defendants, from time to time, do not maintain accurate and compliant time records for Plaintiffs, Non-Exempt Class Members, and Non-Exempt Employees, including records required by Section 1174(d) of the Labor Code and the “Records” section of the applicable Wage Order (including daily hours worked, when the employee begins and ends each work period, and meal periods, split shift intervals, and total daily hours worked). This violates Sections 1174 and 1198 of the Labor Code.

60. At times during the statutory periods, Defendants and PAGA Defendants, from time to time, fail to provide Plaintiffs and Non-Exempt Employees with Section 2810.5 notices with all information required to be provided.

61. At times during the statutory periods, Defendants and PAGA Defendants, from time to time, have not issued accurate wage statements for Plaintiffs, Non-Exempt Class Members, and Non-Exempt Employees. In addition to the reasons set forth herein for how Labor Code section 226(a) has been violated, wage statements misreport gross and net wages earned as well as deductions, from time to time, as a result of wages being reported on wage statements as reimbursements under the deductions

1 section of the wage statement. As a result, from time to time, the wage statements misreport employees'
2 true gross and net earnings and deductions. This has occurred, from time to time, at least with respect to
3 extra wages paid during Covid times (including wages based on hours worked). As a result, Defendants
4 and PAGA Defendants are not accurately reporting wages to federal, state and local agencies and are not
5 accurately paying its correct share of employer-side payroll taxes or benefits on earned wages. For the
6 same reasons, all applicable hourly rates in effect during the pay period and the corresponding number of
7 hours worked at each hourly rate by the employee are, from time to time, inaccurate as certain wage
8 statements code extra pay (including hourly pay) during Covid times as reimbursements under the
9 deductions section rather than itemizing the pay as wages and itemizing total hours worked. Certain wage
10 statements further do not accurately itemize total hours worked by the employee as a result of the wage
11 statements including, in the total hours, hours for holidays, sick time, meal premiums, preceptor hours,
12 and other time, and at times the hours worked not being totaled up. Further, as a temporary services
13 employer, wage statements to Plaintiffs, Non-Exempt Class Members, and Non-Exempt Employees do
14 not, from time to time, specify the rate of pay and total hours worked for each temporary services
15 assignment. Wage statement additionally, from time to time, do not at all statutory times set forth the
16 accurate pay period start and end date and pay dates.

17 **CLASS ACTION CLAIMS**

18 **FIRST CAUSE OF ACTION**

19 **Cal. Labor Code §§2802, 2802.1 Claim for Training and Orientation Indemnification by**
20 **Plaintiffs and on Behalf of Training/Orientation-Centinela Class Members Against**
21 **Defendants**

22 62. Plaintiffs incorporates by reference and reallege each and every allegation contained above,
as though fully set forth herein, except for paragraphs 2, 25.

23 63. Pursuant to California Labor Code §2802(a), “[a]n employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
25 discharge of his or her duties, or of his or her obedience to the directions of the employer, even though
26 unlawful...” Cal. Labor Code §2802(c) states, “[f]or purposes of this section, the term “necessary
27 expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees
28 incurred by the employee enforcing the rights granted by this section.”

64. Pursuant to California Labor Code §2802.1(a)(1), “Section 2802 applies to any expense or cost of any employer-provided or employer-required educational program or training for an employee providing direct patient care or an applicant for direct patient care employment. Those expenses or costs shall constitute a necessary expenditure or loss incurred by the employee in direct consequence of the discharge of the employee’s duties, as that phrase is used in Section 2802.”

65. As alleged herein, at times relevant, including in the statutory periods, Defendants, from time to time, failed to indemnify Plaintiffs and Training/Orientation-Centinela Class Members for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful. These necessary expenditures or losses are for training and orientation provided to Plaintiffs and Training/Orientation-Centinela Class Members. Instead of indemnifying Plaintiffs and Training/Orientation-Centinela Class Members, Defendants, from time to time, charge them (including by way of a liquidated damages) for necessary expenditure or loss incurred by the employee in direct consequence of the discharge of the employee’s duties (i.e. expense or cost of any employer-provided or employer-required educational program or training for an employee providing direct patient care), thereby passing on the employer’s cost of doing business onto Plaintiffs and Training/Orientation-Centinela Class Members.

66. Plaintiffs, on their behalf and on behalf of Training/Orientation-Centinela Class Members seek, all remedies available under California law including but not limited Defendants’ indemnification of necessary expenditures and/or losses, interest, attorney’s fees and costs, injunctive relief, all available remedies under California Labor Code §§2802, 2802.1, 2804, all available remedies under §925(b), (c), and all available remedies available under §432.5.

67. Plaintiffs, on their behalf and on behalf of Training/Orientation-Centinela Class Members seek, seek the nullification and voiding of any and all contracts or agreements (including liquidated damages provision) waiving the protections of California Labor Code §§2802, 2802.1. Section 2804 states, “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

68. Plaintiffs, on their behalf and on behalf of Training/Orientation-Centinela Class Members who primarily resides and works in California, seek any and all provisions of a contract that violates Cal. Labor Code §925(a)(2) to be voided (including liquidated damages provision). Cal. Labor Code §925(a)(2) prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would “deprive the employee of the substantive protection of California with respect to a controversy arising in California.” Section 925(b) permits provisions of a contract that violate Cal. Labor Code §925(a) to be voided.

SECOND CAUSE OF ACTION

Declaratory Relief Claim - Training and Orientation - by Plaintiffs and on Behalf of Training/Orientation-Centinela Class Members Against Defendants

69. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

70. Pursuant to California Labor Code §2802(a), “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful...” Cal. Labor Code §2802(c) states, “[f]or purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

71. Pursuant to California Labor Code §2802.1(a)(1), “Section 2802 applies to any expense or cost of any employer-provided or employer-required educational program or training for an employee providing direct patient care or an applicant for direct patient care employment. Those expenses or costs shall constitute a necessary expenditure or loss incurred by the employee in direct consequence of the discharge of the employee’s duties, as that phrase is used in Section 2802.”

72. Pursuant to California Labor Code §2802, “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

1 73. Pursuant to California Labor Code §432.5, “[n]o employer, or agent, manager,
2 superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in
3 writing, to any term or condition which is known by such employer, or agent, manager, superintendent,
4 or officer thereof to be prohibited by law.”

5 74. California Labor Code §925(a)(2) prohibits an employer from requiring an employee who
6 primarily resides and works in California, as a condition of employment, to agree to a provision that would
7 “deprive the employee of the substantive protection of California with respect to a controversy arising in
8 California.” In direct contravention to California Labor Code §925(a)(2), Defendants require employees
9 who primarily reside and work in California, as a condition of employment, to agree to a provision that
10 would deprive employees of the substantive protection of California with respect to a controversy arising
11 in California. California Labor Code §925(b) provides that “[a]ny provision of a contract that violates
12 subdivision (a) is voidable by the employee, and if a provision is rendered void at the request of the
13 employee, the matter shall be adjudicated in California and California law shall govern the dispute.”
14 Further, California Labor Code §925(c) provides that “[i]n addition to injunctive relief and any other
15 remedies available, a court may award an employee who is enforcing his or her rights under this section
16 reasonable attorney’s fees.”

17 75. As alleged herein, at times relevant, including in the statutory periods, FCN, from time to
18 time, presented Contract Agreements to be signed by Plaintiffs and Training/Orientation-Centinela Class
19 Members. These Contract Agreements purport to (illegally) waive the benefits of Cal. Labor Code sections
20 2802 and 2802.1 by passing on costs of training and orientation to employees, are thus are voidable under
21 Section 925, are null and void under Section 2804, and are illegal under Section 432.5. The contract
22 language states the following or something similar: “You agree to pay liquidated damages to FCN in the
23 amount of twenty seven thousand dollars (\$27,000.00) if you terminate your employment with FCN within
24 two (2) years of working with Centinela Hospital in your capacity as a nurse. The amount of \$27,000.00
25 is the cost associated with training and orientation provided by Centinela Hospital to you based on your
26 inexperience.”⁴

27
28 ⁴ In another version of a Contract Agreement, the last sentence cited above is replaced with “This provision
is based upon a contractual understanding between Centinela Hospital and FCN that \$27,000.00 is the

1 76. Pursuant to California Code of Civil Procedure §1060, any person interested under a
2 written instrument, or under a contract, or who desires a declaration of his or her rights or duties with
3 respect to another may, in cases of actual controversy relating to the legal rights and duties of the respective
4 parties, bring an original action for a declaration of his or her rights and duties, including a determination
5 of any question of construction or validity arising under the instrument or contract. He or she may ask for
6 a declaration or rights or duties, either alone or with other relief and the court may make a binding
7 declaration of these rights or duties, whether or not future relief is or could be claimed at the time. The
8 declaration may be had before there has been any breach of the obligation in respect to which said
9 declaration is sought. The declaration shall have the force of a final judgment. Pursuant to California
10 Code of Civil Procedure §1062, the remedies set forth in the chapter (including §1060) are cumulative
11 and shall not be contrived as restricting any remedy, provisional or otherwise, provided by law for the
12 benefit of any party to such action, and no judgment under the chapter shall preclude any party from
13 obtaining additional relief based upon the same facts.

14 77. On behalf of themselves and Training/Orientation-Centinela Class Members, Plaintiffs
15 seeks a declaration that any contract that purports to require that Plaintiffs and Training/Orientation-
16 Centinela Class Members pay liquidated damages and/or costs associated with training and orientation
17 provided to them by Centinela Hospital is void and illegal. Plaintiffs further seek the court to require FCN
18 to send and post notices to inform its California employees including the Training/Orientation-Centinela
19 Class Members that such agreements are declared invalid and void. Plaintiffs further seek the court to and
20 to further enjoin Defendants from enforcing said agreements, and seek the court to require FCN to reverse
21 any adverse action taken as a result of the offending contract provision, including but not limited to
22 reversing payments received by FCN by or on behalf of Training/Orientation-Centinela Class Members
23 and taking action to reverse any judgments or default judgments taken against Training/Orientation-
24 Centinela Class Members.

25 ///

26 ///

27 _____
28 cost associated with ten week training and orientation provided by Centinela Hospital to you based on
your inexperience.”

78. In addition to seeking to void the contract provision and declaratory relief, Plaintiffs seeks an injunction, including pursuant to California Code of Civil Procedure §§526 and 527, to enjoin Defendants from presenting said agreements to its California employees, and to further enjoin Defendants from enforcing any said agreements.

79. Plaintiffs seek any and all remedies including, but not limited to, declaratory and injunctive relief, monetary relief, and recovery of reasonable attorneys' fees and costs pursuant to California Code of Civil Procedure §1021.5, California Labor Code §§925, 2802, 2802.1, 2804, 432.5, the substantial benefit doctrine, and/or the common fund doctrine.

THIRD CAUSE OF ACTION

Cal. Labor Code §2802 Claim for Business Expense Indemnification by Plaintiffs and on Behalf of Business Expense Class Members Against Defendants

80. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

81. Pursuant to California Labor Code §2802(a), “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful...” Cal. Labor Code §2802(c) states, “[f]or purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

82. As alleged herein, at times relevant, including in the statutory periods, Defendants, from time to time, failed to indemnify Plaintiffs and Business Expense Class Members for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful. As alleged herein, these necessary expenditures or losses are for electronic device(s) and equipment and use thereof, as well as use of internet/cellular service, thereby passing on the employer's cost of doing business onto Plaintiffs and Business Expense Class Members.

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83. Plaintiffs, on their behalf and on behalf of Business Class Members seek, all remedies available under California law including but not limited Defendants' indemnification of necessary expenditures and/or losses, interest, attorney's fees and costs, injunctive relief, and all available remedies under California Labor Code §2802.

FOURTH CAUSE OF ACTION

Declaratory Relief Claim – Wage Non-Disclosure Agreement - by Plaintiffs and on Behalf of Contract Agreement-Centinela Class Members Against Defendants

84. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

85. Cal. Labor Code §232 provides that no employer may (a) require, as a condition of employment, that an employee refrain from disclosing the amount of his or her wages; (b) require an employee to sign a waiver or other document that purports to deny the employee the right to disclose the amount of his or her wages; (c) discharge, formally discipline, or otherwise discriminate against an employee who discloses the amount of his or her wages.

86. At times relevant, including in the statutory periods, Defendants, from time to time, violates Section 232 with respect to Plaintiffs and Contract Agreement-Centinela Class Members in that FCN requires as a condition of employment that an employee refrain from disclosing the amount of his or her wages and/or requires an employee to sign a waiver or other document that purports to deny the employee the right to disclose the amount of his or her wages (including by way of a Travel Assignment Agreement or Contract Agreement that the employee signs that prohibits the disclosure of the terms and conditions of the agreement). For example, a clause titled Non-Disclosure in a Contract Agreement, states, "You agree that you will not disclose the terms and conditions of this agreement..." Included in the terms and conditions of the agreement is the amount of Plaintiffs and Contract Agreement-Centinela Class Members' wages.

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1 87. In addition to violating Cal. Labor Code §232, the policy against disclosing wages violates
2 Cal. Labor Code §432.5 which states that “[n]o employer, or agent, manager, superintendent, or officer
3 thereof, shall require any employee or applicant for employment to agree, in writing, to any term or
4 condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be
5 prohibited by law.”

6 88. The policy prohibiting wage disclosure also violates Cal. Labor Code §925(a)(2) which
7 prohibits an employer from requiring an employee who primarily resides and works in California, as a
8 condition of employment, to agree to a provision that would “deprive the employee of the substantive
9 protection of California with respect to a controversy arising in California.” In direct contravention to
10 California Labor Code §925(a)(2), Defendants require employees who primarily reside and work in
11 California, as a condition of employment, to agree to a provision that would deprive employees of the
12 substantive protection of California with respect to a controversy arising in California. California Labor
13 Code §925(b) provides that “[a]ny provision of a contract that violates subdivision (a) is voidable by the
14 employee, and if a provision is rendered void at the request of the employee, the matter shall be adjudicated
15 in California and California law shall govern the dispute.” Further, California Labor Code §925(c)
16 provides that “[i]n addition to injunctive relief and any other remedies available, a court may award an
17 employee who is enforcing his or her rights under this section reasonable attorney’s fees.”

18 89. Pursuant to California Code of Civil Procedure §1060, any person interested under a
19 written instrument, or under a contract, or who desires a declaration of his or her rights or duties with
20 respect to another may, in cases of actual controversy relating to the legal rights and duties of the respective
21 parties, bring an original action for a declaration of his or her rights and duties, including a determination
22 of any question of construction or validity arising under the instrument or contract. He or she may ask for
23 a declaration or rights or duties, either alone or with other relief and the court may make a binding
24 declaration of these rights or duties, whether or not future relief is or could be claimed at the time. The
25 declaration may be had before there has been any breach of the obligation in respect to which said
26 declaration is sought. The declaration shall have the force of a final judgment. Pursuant to California
27 Code of Civil Procedure §1062, the remedies set forth in the chapter (including §1060) are cumulative
28 and shall not be contrived as restricting any remedy, provisional or otherwise, provided by law for the

benefit of any party to such action, and no judgment under the chapter shall preclude any party from obtaining additional relief based upon the same facts.

90. On behalf of themselves and Contract Agreement-Centinela Class Members who have a wage non-disclosure agreement, Plaintiffs seeks a declaration that any contract that purports to prohibit disclosure of wages be declared illegal and void. Plaintiffs further seek the court to require FCN to send and post notices to inform its California employees including the Contract Agreement-Centinela Class Members that such agreements are declared invalid and void. Plaintiffs further seek the court to and to further enjoin Defendants from enforcing said agreements, and seek the court to require FCN to reverse any adverse action taken as a result of the offending contract provision.

91. In addition to seeking to void the contract provision and declaratory relief, Plaintiffs seek an injunction, including pursuant to California Code of Civil Procedure §§526 and 527, to enjoin Defendants from presenting said agreements to its California employees, and to further enjoin Defendants from enforcing any said agreements.

92. Plaintiffs seek any and all remedies including, but not limited to, declaratory and injunctive relief, monetary relief, and recovery of reasonable attorneys' fees and costs pursuant to California Code of Civil Procedure §1021.5, California Labor Code §§232, 925, 432.5, the substantial benefit doctrine, and/or the common fund doctrine.

FIFTH CAUSE OF ACTION

Declaratory Relief Claim – Non-Competition Agreement - by Plaintiffs and on Behalf of Contract Agreement-Centinela Class Members Against Defendants

93. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

94. As alleged herein, at times relevant, including in the statutory periods, Plaintiffs and Contract Agreement-Centinela Class Members, were, from time to time, presented with and/or were required to sign a non-competition agreement with FCN that restrained the engagement in a lawful profession, trade, or business of any kind. For example, a FCN Contract Agreement provides, in relevant part the following:

1 “You agree that you will not become either directly or indirectly employed by Centinela
2 Hospital, or be assigned to Centinela Hospital by another employer, for a period of three
3 (3) months after termination of your assignment at Centinela Hospital to which FCN may
4 assign you, without a finder’s fee being paid to FCN.”

5 95. Such conduct is an unlawful restraint of lawful profession, trade, or business in violation
6 of California Business and Professions Code §16600. Such conduct furthermore is not conduct that is
7 permitted under one of the limited exceptions to California Business and Professions Code §16600, *et seq.*
8 Specifically, California Business and Professions Code §16600 states “[e]xcept as provided in this chapter,
9 every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of
10 any kind is to that extent void.” Any contract restraining anyone from engaging in a lawful profession,
11 trade, or business of any kind – a non-compete agreement – is against public policy if the contract does
12 not fall within one of the limited exceptions in California Business and Professions Code §16600.

13 96. California Labor Code §925(a)(2) prohibits an employer from requiring an employee who
14 primarily resides and works in California, as a condition of employment, to agree to a provision that would
15 “deprive the employee of the substantive protection of California with respect to a controversy arising in
16 California.” In direct contravention to California Labor Code §925(a)(2), Defendants require employees
17 who primarily reside and work in California, as a condition of employment, to agree to non-compete
18 agreements – a provision that would deprive employees of the substantive protection of California with
19 respect to a controversy arising in California. California Labor Code §925(b) provides that “[a]ny
20 provision of a contract that violates subdivision (a) is voidable by the employee, and if a provision is
21 rendered void at the request of the employee, the matter shall be adjudicated in California and California
22 law shall govern the dispute.” Further, California Labor Code §925(c) provides that “[i]n addition to
23 injunctive relief and any other remedies available, a court may award an employee who is enforcing his
24 or her rights under this section reasonable attorney’s fees.”

25 97. Non-competition agreements also violate Cal. Labor Code §432.5 which states that “[n]o
26 employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant
27 for employment to agree, in writing, to any term or condition which is known by such employer, or agent,
28 manager, superintendent, or officer thereof to be prohibited by law.”

1 98. Pursuant to California Code of Civil Procedure §1060, any person interested under a
2 written instrument, or under a contract, or who desires a declaration of his or her rights or duties with
3 respect to another may, in cases of actual controversy relating to the legal rights and duties of the respective
4 parties, bring an original action for a declaration of his or her rights and duties, including a determination
5 of any question of construction or validity arising under the instrument or contract. He or she may ask for
6 a declaration or rights or duties, either alone or with other relief and the court may make a binding
7 declaration of these rights or duties, whether or not future relief is or could be claimed at the time. The
8 declaration may be had before there has been any breach of the obligation in respect to which said
9 declaration is sought. The declaration shall have the force of a final judgment. Pursuant to California
10 Code of Civil Procedure §1062, the remedies set forth in the chapter (including §1060) are cumulative
11 and shall not be contrived as restricting any remedy, provisional or otherwise, provided by law for the
12 benefit of any party to such action, and no judgment under the chapter shall preclude any party from
13 obtaining additional relief based upon the same facts.

14 99. On behalf of themselves and Contract Agreement-Centinela Class Members, Plaintiffs
15 seek a declaration that any contract that purports to restrain Contract Agreement-Centinela Class
16 Members' lawful trade, profession, or business is invalid and void. Plaintiffs further seek the court to
17 require FCN to send and post notices to inform its California employees including the Contract
18 Agreement-Centinela Class Members that its attempts to restrain lawful trade, profession, or business is
19 invalid and that any such agreement is invalid and void. Additionally, Plaintiffs seek the court to require
20 FCN to send and post notices with all customers and clients to inform them that its attempts to restrain
21 lawful trade, profession, or business is invalid and that any such agreement is invalid and void.

22 100. In addition to seeking to void the contract and declaratory relief, Plaintiffs seek an
23 injunction, pursuant to California Code of Civil Procedure §§526 and 527 and Section 925 of the
24 California Labor Code, to enjoin Defendants from presenting any non-compete instruments/agreements
25 including but not limited to Contract Agreement-Centinela Class Members, to its California employees,
26 and to its customers and clients, and to further enjoin Defendants from enforcing any non-compete
27 instrument/agreement.
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101. Plaintiffs seek any and all remedies including, but not limited to, declaratory and injunctive relief, monetary relief, and recovery of reasonable attorneys' fees and costs pursuant to California Code of Civil Procedure §1021.5, California Labor Code §925, the substantial benefit doctrine, and/or the common fund doctrine.

SIXTH CAUSE OF ACTION

Overtime Claim by Plaintiffs and on Behalf of Non-Exempt Class Members Against Defendants

102. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

103. As alleged herein, during relevant statutory periods, Plaintiffs and Non-Class Members have not been exempt from receiving overtime wages.

104. During the relevant statutory periods, the IWC Wage Order applicable to Plaintiffs and Non-Exempt Class Members requires the payment of daily and weekly overtime compensation.

105. During the relevant statutory periods, California Labor Code §510 codifies the right to overtime daily and weekly compensation for Plaintiffs and Non-Exempt Class Members.

106. Unpaid overtime wages may be recovered through a civil action pursuant to California Labor Code §§510, 1194.

107. As alleged herein, from time to time during the relevant statutory periods, Defendants failed to pay overtime wages owed to Plaintiffs and Non-Exempt Class Members. As a result, from time to time during the relevant statutory periods, Plaintiffs and Non-Exempt Class Members have not been fully compensated for all overtime wages they are eligible for.

108. For this violation, Plaintiffs and on behalf of Non-Exempt Class Members seek any and all remedies available under the law to the extent permissible including but not limited to recovery of the unpaid overtime wages as well as the recovery of penalties, interest, attorneys' fees, and costs.

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SEVENTH CAUSE OF ACTION

**Minimum Wage Claim by Plaintiffs and on Behalf of Non-Exempt Class Members
Against Defendants**

109. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

110. During the relevant statutory periods California Labor Code §1197 provides that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the established minimum is unlawful.

111. During the relevant statutory periods, California Labor Code §1182.12 sets forth the minimum wages due to employees and California Labor Code §1194 makes it unlawful for an employee to receive less than the legal minimum wage due.

112. As alleged herein, during the relevant statutory periods, Plaintiffs and Non-Exempt Class Members have not been exempt from receiving minimum wages.

113. As alleged herein, from time to time during the relevant statutory periods, Plaintiffs and Non-Exempt Class Members have not been paid, at least minimum wage, for all hours that they worked including but not limited to as a result of Defendants' practice of not paying for all work related duties, including administrative time.

114. As alleged herein, from time to time during the relevant statutory periods, Plaintiffs and Non-Exempt Class Members who are Contract Agreement-Centinela Class Members have not been paid, at least minimum wage, for all hours that they worked as a result of Defendants' violation of Sections 221, 223, 224, and its practice of recovering wages paid for training and orientation, wages that included minimum wages.

115. Defendants' failure to pay Plaintiffs and Non-Exempt Class Members and Non-Exempt Class Members who are Contract Agreement-Centinela Class Members, minimum wages as required violates California Labor Code §§1182.12, 1194, 1197.

116. Plaintiffs, and on behalf of Non-Exempt Class Members and Non-Exempt Class Members who are Contract Agreement-Centinela Class Members seek any and all remedies available under the law to the extent permissible including but not limited to recovery of the unpaid balance of the minimum wage compensation as well as the recovery of penalties, interest, attorneys' fees, costs and liquidated damages.

EIGHTH CAUSE OF ACTION

**Unpaid Wages Claim by Plaintiffs and on Behalf of Non-Exempt Class Members
Against Defendants**

117. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

118. As alleged herein, during the relevant statutory periods, Plaintiffs and Non-Exempt Class Members have earned wages which includes regular hourly wages for time worked, paid sick time wages, and wages for break premiums.

119. As alleged herein, from time to time during the relevant statutory periods, Plaintiffs and Non-Exempt Class Members have not been paid all wages due to them.

120. Unpaid wages may be recovered through a civil action including pursuant to California Labor Code §§200-203, 218, 218.5, 218.6.

121. Plaintiffs and on behalf of Non-Exempt Class Members seek any and all remedies available under the law to the extent permissible including but not limited to those under California Labor Code §§218, 218.5, 218.6, including payment of the unpaid wages, damages, penalties, interest, and attorneys' fees and costs.

NINTH CAUSE OF ACTION

**Failure to Authorize and Permit Paid Rest Periods/Pay Rest Premiums Claim
by Plaintiffs and on Behalf of Non-Exempt Class Members Against Defendants**

122. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

123. Pursuant to the IWC Wage Orders applicable to Plaintiff and Non-Exempt Class Members' employment by Defendants:

Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof ... Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.

124. California Labor Code §226.7(b) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

125. California Labor Code §226.7(d) requires that a rest period mandated pursuant to state law, including but not limited to by statute and/or an applicable order of the IWC shall be counted as hours worked, for which there shall be no deduction from wages.

126. California Labor Code §226.7(c) provides that employers who do not provide an employee a rest period in accordance with state law shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

127. As alleged herein, during the relevant statutory periods, Plaintiffs and Non-Exempt Class Members have not been exempt from receiving paid rest breaks.

128. As alleged herein, at times during the relevant statutory periods, Defendants have failed to authorize and permit Plaintiff and Non-Exempt Class Members to take compliant paid rest breaks for every four hours worked or major fraction thereof on days where Plaintiffs and Non-Exempt Class Members work in excess of three and a one-half hours a day.

129. Plaintiffs and on behalf of Non-Exempt Class Members seek any and all remedies available under the law to the extent permissible including but not limited to one hour of premium pay at the employee's regular rate of compensation for each day in which a paid rest period was not authorized and permitted.

TENTH CAUSE OF ACTION

**Failure to Provide Meal Periods/Pay Meal Premiums Claim
by Plaintiffs and on Behalf of Non-Exempt Class Members Against Defendants**

130. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

131. Pursuant to California Labor Code §512, an employer shall not employ an employee for a work period of more than five hours without providing a meal break of not less than thirty minutes in which the employee is relieved of all of his or her duties. An employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes.

1 132. California Labor Code §226.7(b) prohibits an employer from requiring any employee to
2 work during any meal period mandated by an applicable statute, or applicable regulation, standard, or
3 order of the IWC.

4 133. California Labor Code §226.7(c) provides that employers who do not provide an employee
5 a meal period in accordance with state law including but not limited to an applicable statute or applicable
6 regulation, standard, or order of the IWC, shall pay the employee one additional hour of pay at the
7 employee's regular rate of compensation for each workday that the meal period is not provided.

8 134. As alleged herein, during the relevant statutory periods, Plaintiffs and Non-Exempt Class
9 Members have not been exempt from receiving meal periods.

10 135. At times during the relevant statutory periods, Plaintiffs and Non-Exempt Class Members
11 have worked more than five hours, ten hours and twelve hours in a day but, as alleged herein, Defendants
12 have failed to provide Plaintiffs and Non-Exempt Class Members with meal periods in compliance with
13 the law when they worked the requisite number of hours.

14 136. At times during the relevant statutory periods, Plaintiffs and Non-Exempt Class Members
15 have worked more than five hours, ten hours and twelve hours in a day but, as alleged herein, Defendants
16 have failed to provide Plaintiffs and Non-Exempt Class Members with meal periods in compliance with
17 the law when they worked the requisite number of hours. At times in these instances, Defendants have
18 paid meal premium wages however, the meal premium wages were underpaid in that they were paid using
19 the employee's base rate of pay instead of the regular rate of compensation.

20 137. Plaintiffs and on behalf of Non-Exempt Class Members seek any and all remedies
21 available under the law to the extent permissible including but not limited to one hour of premium pay at
22 the regular rate of compensation for each day in which a meal period was not provided.

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ELEVENTH CAUSE OF ACTION

**Claim for Failure to Pay Wages Due on Separation of Employment
by Plaintiffs and on Behalf of Waiting Time Class Members Against Defendants**

138. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

139. California Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by California Labor Code §§201, 201.3 and 202, the employer is liable for waiting time penalties in the form of continued compensation for up to thirty workdays.

140. During the relevant time frame, Defendants, from time to time, have willfully failed to timely pay Plaintiffs and Waiting Time Class Members all wages due upon separation of employment as required by California Labor Code §§ 201-203's timing requirements.

141. Defendants' willful failure to timely pay Plaintiffs and Waiting Time Class Members their earned wages violates California Labor Code §§201, 201.3 and 202.

142. The exact amount of the wages accrued and unpaid at the time of discharge is unknown at this time but information for the calculation may be ascertained from Defendants' records. Based on information and belief gained from Plaintiffs' records, unpaid wages include the amount of work time that went unpaid, underpayment of regular, minimum and overtime wages, underpayment of rest premiums and meal premiums, and underpayment of paid sick time wages.

143. Plaintiffs on behalf of Waiting Time Class Members seek to recover any and all remedies available including but not limited to waiting time penalties pursuant to California Labor Code §203 in an amount according to proof at the time of trial.

TWELFTH CAUSE OF ACTION

**Claim for Wage Statement Violations by Plaintiff and on Behalf of Non-Exempt Class Members
Against Defendants**

144. Plaintiffs incorporate by reference and reallege each and every allegation contained above, as though fully set forth herein, except for paragraphs 2, 25.

145. California Labor Code §226(a) sets forth reporting requirements for employers when they pay wages. In relevant part Section 226(a)(9) provides that

Every employer shall ... at the time of each payment of wages, furnish each of his or her employees ... an itemized statement in writing showing ... (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.

146. California Labor Code §226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to an award of costs and reasonable attorney's fees.

147. California Labor Code §226(e)(2)(B) provides in relevant part:

An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a)...

148. As alleged herein, during the relevant timeframe, Defendants, from time to time as a result of conduct alleged herein, knowingly and intentionally failed, and continue to fail to furnish and maintain for Plaintiffs and Non-Exempt Class Members, complete and accurate wage statements upon each payment of wages in violation of California Labor Code §§226(a).

149. As alleged herein, during the relevant time frame, Defendants from time to time, as a result of conduct alleged herein, knowingly and intentionally failed, and continue to fail to furnish and maintain for Plaintiffs and Non-Exempt Class Members, complete and accurate wage statements upon each payment of wages in violation of California Labor Code §§226(a).

150. Defendants' failures during the relevant time period to record and record properly information required on itemized wage statements were not isolated and unintentional payroll errors due to clerical or inadvertent mistakes. Indeed, Defendants' policies, procedures and practices have been to purposefully exclude required information from wage statements. These omissions occur routinely and were not isolated events. Each of these omissions is evident on the face of the wage statements. As a result, Defendants knew of the omissions and inaccuracies, and intended for the form and content of the

1 wage statements to be inaccurate and incomplete. Further, each of these omissions is a failure to provide
2 accurate and complete information as required by any one or more of items (1) to (9) inclusive of
3 California Labor Code §226(a) and results in Plaintiffs and Non-Exempt Class Members not being able
4 to promptly and easily determine from the wage statement alone one or more of items required but that
5 has been omitted.

6 151. Plaintiffs and Non-Exempt Class Members have been injured by these failures because,
7 among other things, these failures required them to perform mathematical computations to analyze
8 whether wages paid, in fact, compensated for all hours, and they were not able to determine from the wage
9 statements alone one or more of the items required to be provided.

10 152. Defendants will no doubt continue these illegal practices until such time as it is forced to
11 pay penalties in compliance with California Labor Code §226(e).

12 153. Plaintiffs and on behalf of Non-Exempt Class Members seek to recover any and all
13 remedies available including statutory penalties, interest, injunctive relief, and attorneys' fees and costs
14 pursuant to California Labor Code §§226(e) and (h).

15 **THIRTEENTH CAUSE OF ACTION**

16 **Unfair Competition Claim by Plaintiffs and on Behalf of Class Members Against Defendants**

17 154. Plaintiffs incorporate by reference and reallege each and every allegation contained above,
18 as though fully set forth herein, except for paragraphs 2, 25.

19 155. Defendants' conduct, as alleged in this complaint, has been, and continues to be, unfair,
20 unlawful, and harmful to Plaintiffs, Class Members', Defendants' competitors, Defendants' clients and
21 customers, and the general public. Plaintiff seeks to enforce important rights affecting the public interest
22 within the meaning of California Code of Civil Procedure §1021.5.

23 156. Defendants' policies, activities, and actions as alleged herein are violations of California
24 law and constitute unlawful business acts and practices in violation of California Business and Professions
25 Code §§17200, *et seq.*

26 157. A violation of California Business and Professions Code §§17200, *et seq.*, may be
27 predicated on the violation of any state or federal law. In the instant case, as alleged herein, Defendants'
28 policies and practices of not complying with California laws includes, but is not limited to, the following

1 violations: unlawful agreements relating to non-competition, training and orientation costs, and wage
2 disclosure, not paying all wages due upon separation of employment, not paying overtime properly, not
3 providing compliant paid sick leave and not paying paid sick leave at the correct rate of pay, not paying
4 break premiums and/or not paying break premiums at the correct rate of pay, inaccurately reporting earned
5 wages as reimbursements, not indemnifying employees for business expenditures, and not providing
6 compliant wage statements.

7 158. Plaintiffs and Class Members have been personally aggrieved and injured by Defendants'
8 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

9 159. Pursuant to California Business and Professions Code §§17200, *et seq.*, Plaintiffs and on
10 behalf of Class Members seek injunctive and restitutionary relief for the period that commences four years
11 prior to the filing of the original Complaint, an award of attorneys' fees pursuant to California Code of
12 Civil Procedure §1021.5, and an award of costs.

13 14 **PAGA ACTION CLAIM**

15 **FOURTEENTH CAUSE OF ACTION**

16 **Claims under the PAGA by Plaintiffs and on Behalf of Contract Agreement-Centinela** 17 **Employees, Training/Orientation-Centinela Employees, Non-Exempt Employees,** **Business Expense Employees, and Waiting Time Employees, Against PAGA Defendants**

18 160. Plaintiffs incorporate by reference and reallege each and every allegation contained above,
19 as though fully set forth herein, except for paragraphs 1, 16-24.

20 161. PAGA permits an "aggrieved employee" to bring an action on behalf of himself or herself
21 and other current and former employees to address an violations of the California Labor Code.

22 162. Each Plaintiff is an "aggrieved employees" as defined under the PAGA because each is a
23 person who was employed by the alleged violator and against whom one or more of the alleged violations
24 was committed.

25 163. Plaintiffs bring this PAGA action on behalf of Plaintiffs and Contract Agreement-Centinela
26 Employees, Training/Orientation-Centinela Employees, Non-Exempt Employees, Business Expense
27 Employees, and Waiting Time Employees.

1 164. Plaintiffs have complied with the requirements to commence a civil action pursuant to the
2 PAGA including by exhausting requirements of PAGA by providing written online notice to the LWDA
3 and notice by certified letter to PAGA Defendants FCN, Amgad Wahba, and Ramy Wahba on December
4 24, 2021 (attached hereto as Exhibit C) (the “PAGA Notice”) concerning the PAGA claims Plaintiffs
5 intend to pursue and the provisions of the Labor Code alleged to have been violated as required by Labor
6 Code § 2699.3. The statutory waiting period for Plaintiffs to add PAGA claims to the complaint has
7 expired and Plaintiffs have received no response from the LWDA and no response or notice (including
8 any “cure” notice) from FCN, Amgad Wahba and/or Ramy Wahba in response to the PAGA Notice.

9 165. The violations set forth herein allege violations of the California Labor Cde for which the
10 Labor Code provides a civil penalty to be assessed and recovered by the LWDA or any department,
11 division, commission, boards, agencies, or employees, or for which a penalty is provided under California
12 Labor Code §2699(f).

13 166. In this case, as alleged and incorporated herein, PAGA Defendants violated the following
14 California Labor Code sections and penalties are sought for same because Defendants: (a) failed to provide
15 meal periods and authorize and permit paid rest breaks, failed to pay correct meal and rest break premiums,
16 failed to pay correct break premiums wage timely both during employment and upon separation of
17 employment, and failed to accurately report meal and rest premium wages earned on wage statements
18 Code with respect to Plaintiffs, Non-Exempt Employees, and Waiting Time Employees (Labor Code §§
19 201, 201.3, 202, 203, 204, 226(a), 226.7(b), 226.7(c), 512, 1198); (b) failed to accurately pay overtime
20 wages, failed to correctly pay overtime wages timely both during employment and upon separation of
21 employment, and failed to accurately report information on wage statements with respect to hours, gross
22 and net wages earned, rates of pay and inclusive pay period pertaining to overtime with respect to
23 Plaintiffs, Non-Exempt Employees and Waiting Time Employees (Labor Code §§ 201, 201.3, 202, 203,
24 204, 226(a), 510, 1198); (c) failed to comply with California’s paid sick time law, failed to pay correct
25 sick time wages, failed to pay correct sick time wages timely both during employment and upon separation
26 of employment, failed to accurately report sick time wages with respect to Plaintiffs, Non-Exempt
27 Employees, and Waiting Time Employees (Labor Code §§ 201, 201.3, 202, 203, 204, 226(a), 245-249);
28 (d) made unlawful deductions and collected and received wages, failed to pay statutory and contracted

wages, failed to pay statutory and contracted wages timely both during employment and upon separation of employment and accurately report on wage statement, violated Labor Code §§432.5 and 925(a)(2) with respect to Plaintiffs, Training/Orientation-Centinela Employees, and Waiting Time Employees (Labor Code §§ 201, 201.3, 202, 203, 204, 218, 218.5, 218.6, 223, 224, 226(a), 432.5, 510, 925(a)(2), 1187.12, 1194 *et seq.*, 1198 245-249); (e) failed to indemnify for business expenses, violated Labor Code §§432.5, 925(a)(2), 2802 and 2802.1 with respect to Plaintiffs, Business Expense Employees, and Training/Orientation-Centinela Employees (Labor Code §§432.5, 925(a)(2), 2802, 2802.1, 2804); (f) violated anti wage non-disclosure laws, and violated Labor Code §§432.5, and 925(a)(2) with respect to Plaintiffs and Contract Agreement-Centinela Employees (Labor Code §§432.5, 925(a)(2)); (g) violated California's anti non-compete laws and violated Labor Code §§432.5 and 925(a)(2) with respect to Plaintiffs and Contract-Agreement Centinela Employees (Labor Code §§432.5, 925(a)(2)); (i) failed to provide and maintain accurate and compliant wage statements, maintain accurate and compliant time records and provide Section 2810.5 notices with respect to Plaintiffs and Non-Exempt Employees (Labor Code §§ 226(a), 1174(d), 1198, 2810.5).

167. For these violations, Plaintiffs seek all available remedies under the PAGA including PAGA penalties on behalf of the State of California, themselves, Contract Agreement-Centinela Employees, Training/Orientation-Centinela Employees, Non-Exempt Employees, Business Expense Employees, and Waiting Time Employees, plus attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request entry of judgment against each defendant, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of all members of the Classes; and
3. That counsel for Plaintiffs be appointed as counsel for all Classes.

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1 On the First Cause of Action

- 2 1. For indemnification pursuant to §§2802, 2802.1;
- 3 2. For pre-judgment interest from the date on which the employee incurred the necessary
- 4 expenditure or loss;
- 5 3. For reasonable attorneys' fees and costs;
- 6 4. For declaratory and injunctive relief;
- 7 5. Nullification and voiding of agreement waiving indemnification;
- 8 6. For such other and further relief as the Court deems proper.

9 On the Second, Fourth and Fifth Cause of Action

- 10 1. For declaratory relief;
- 11 2. For injunctive relief;
- 12 3. For posting and mailing of notice of voiding the agreements;
- 13 3. For reasonable attorneys' fees;
- 14 4. For costs of suit incurred herein; and
- 15 5. For such other and further relief as the Court deems proper.

16 On the Third Cause of Action

- 17 1. For indemnification pursuant to §2802;
- 18 2. For pre-judgment interest from the date on which the employee incurred the necessary
- 19 expenditure or loss;
- 20 3. For reasonable attorneys' fees and costs;
- 21 4. For such other and further relief as the Court deems proper.

22 On the Sixth Cause of Action

- 23 1. For all unpaid overtime wages;
- 24 2. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest
- 25 thereon pursuant;
- 26 3. For reasonable attorneys' fees and costs;
- 27 4. For interest;
- 28 5. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

1. For compensatory damages equal to the amount of unpaid minimum wage compensation owed to Plaintiff and Class Members;
2. For pre-judgment interest on any unpaid minimum wage compensation due from the day that such amounts were due;
3. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant to California Labor Code §1194.2;
4. For payment of waiting time penalties according to proof;
5. For reasonable attorneys' fees and costs; and
6. For such other and further relief as the Court deems proper including that under 1194, 1194.2 and 1197.

On the Eighth Cause of Action

1. For unpaid wages;
2. For pre-judgment interest on any unpaid wages due from the day that such amounts were due;
3. For reasonable attorneys' fees and costs;
4. For such other and further relief as the Court deems proper.

On the Ninth Cause of Action

1. For premium pay for each day in which a required paid rest period was not authorized and permitted;
2. For pre-judgment interest on any unpaid meal period compensation due from the day that such amounts were due;
3. For reasonable attorneys' fees and costs;
4. For such other and further relief as the Court deems proper.

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On the Tenth Cause of Action

1. For premium pay for each day in which a required meal period was provided;
2. For pre-judgment interest on any unpaid meal period compensation due from the day that such amounts were due;
3. For unpaid meal premium amounts that went unpaid as a result of not being paid at the regular rate of compensation;
4. For reasonable attorneys' fees and costs;
5. For such other and further relief as the Court deems proper.

On the Eleventh Cause of Action

1. For statutory penalties pursuant to California Labor Code §203;
2. For reasonable attorneys' fees and costs;
3. For such other and further relief as the Court deems proper.

On the Twelfth Cause of Action

1. For statutory damages pursuant to California Labor Code §226(e);
2. For reasonable attorneys' fees and costs pursuant to California Labor Code §226(e) and (h);
3. For injunctive relief pursuant to California Labor Code §226(h);
4. For such other and further relief as the Court deems proper.

On the Thirteenth Cause of Action

1. That Defendants pay restitution and/or disgorgement of sums to Plaintiff and Class in an amount according to proof;
2. For injunctive relief;
3. For pre-judgment interest on any unpaid wages due from the day that such amounts were due;
4. For reasonable attorneys' fees that Plaintiffs and Class Members are entitled to recover under California Code of Civil Procedure §1021.5;
5. For costs of suit incurred herein;
6. For such other and further relief as the Court deems proper.

1 On the Fourteenth Cause of Action

- 2 1. For civil penalties according to proof including underpaid wages as part of civil penalties;
3 2. For reasonable attorneys' fees and costs; and
4 3. For such other and further relief as the Court deems proper.
5

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs request a jury trial in this matter as permitted.

8 Dated: March 23, 2022

RICHARD LAW, P.C.

9 By: Diane Richard

10 DIANE E. RICHARD

11 Attorneys for Plaintiffs Joanabelle Pizarro
12 Ordoná and Takeya Rideout
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First Class Nurses, Inc.

6101 Ball Rd. Suite 204
Cypress, CA 90630

(714) 229-5996 Office

(714) 229-5999 Fax

(562) 307-1377 Staffing (24 Hours)

www.firstclassnurses.net

CONTRACT AGREEMENT

This Agreement made this 20th day of **January, 2021** by and between **Joanabelle Pizarro Ordon** residing at ~~—REDACTED—~~ sometimes referred to in this Agreement as "You", and First Class Nurses, with office located at 6101 Ball Road, Suite 204, Cypress, CA 90630, referred to in this Agreement as "FCN".

You and FCN agree to all of the following terms and conditions.

DETAILS OF YOUR ASSIGNMENT.

CLIENT:

Centinela Hospital Medical Center ("CLIENT")

Client Location:

555 E Hardy Street, Inglewood, CA 90301

Assignment Category:

Contract

Assignment Period:

2 Years from official start date at CLIENT facility or completion of 3,744 worked hours, whichever is greater.

Start Date:

TBD

Proposed End Date:

TBD

Scheduled Hours/Shift:

12 hour shifts {actual dates to be determined by CLIENT}

Guaranteed Hours per Week:

36 Hours

Base Hourly Pay Rate:

Year	Base Hourly Pay Rate	Pay Per 12hr Shift
Year 0 – 1	\$32.00	\$448.00
Year 1 – 2	\$34.00	\$476.00

Pay structure:

Pay is processed on a Bi-weekly basis by FCN, after the first week (your first Check will be issued three weeks, after start date).

Benefits:

You will be eligible for benefits (medical, dental, vision) offered by FCN beginning with the 1st day of the month following 60 days from your start date.

You will be eligible for 3 days (36 hours) of sick leave per anniversary year after completion of 90 days. Sick leave is paid at the base rate.

Completion Bonus:

You will be eligible to receive a completion bonus in the amount of \$2500.00 This bonus will be paid after successful completion of your Travel Assignment Agreement of two (2) years.

Additional Notes:

You may receive cross training and orientation for other units. As needed and at the facility's discretion, you may float to other units. As part of the agreement and needs of the facility and community, you may work with COVID-19 patients.



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Please initial by each paragraph to confirm that you have read and understand it.

X0 **PAY RATE** Your hourly wage is the agreed upon wage between You and FCN. It is the wage you will receive for your work which FCN will report to state, federal and other taxing and insurance authorities.

X0 **SCHEDULING** You understand that you are obligated to work the full assigned shifts as scheduled. It is your responsibility to notify FCN of your schedule with Centinela Hospital. If there are any changes, cancellations or additions to your shifts, it is your responsibility to notify FCN immediately of these changes. Failure to notify FCN may result in charges incurred from Centinela Hospital. You will be fully responsible for all costs incurred by FCN. **You hereby authorize FCN to deduct such charges from your next paycheck.**

X0 **MISSED HOURS/SHIFTS** You understand that you are obligated to work the full assignment detailed above, and that FCN will incur significant expenses/charges to support you in this assignment. Should you cancel or terminate the assignment before it concludes or fail to report to the assignment, you agree to pay all expenses/charges incurred by FCN in reliance on your representation that you would accept the assignment and perform the duties there under. **You hereby authorize FCN to deduct such expenses from your next paycheck.**

X0 **LIQUIDATED DAMAGES** You agree to pay liquidated damages to FCN in the amount of twenty seven thousand dollars (\$27,000.00) if you terminate your employment with FCN within two (2) years of working with Centinela Hospital in your capacity as a nurse. The amount of \$27,000.00 is the cost associated with training and orientation provided by Centinela Hospital to you based on your inexperience.

X0 **CLIENT CANCELLATION** You understand that Centinela Hospital reserves the right to cancel one (1) twelve-hour shift in a two-week period due to low census. If You are canceled by Centinela Hospital due to low census, You must call FCN to notify of cancellation. You understand that Centinela Hospital reserves the right to cancel this assignment at any time. You understand and agree that if Centinela Hospital terminates you from this assignment prematurely for cause, you must repay any charges incurred to FCN for such cancellation. Such cause will include, but not be limited to, negligent performance of your duties, failure to work assigned hours/shifts, a positive drug screening, or an unsatisfactory criminal background check. You will be fully responsible for all costs incurred by FCN. You authorize FCN to deduct from your paycheck any amounts owed to FCN if your assignment is terminated for cause or if you otherwise breach this Agreement. You will remain liable for all outstanding balances owed to FCN. **You hereby authorize FCN to deduct such costs/expenses from your next paycheck.**

X0 **TIMECARDS** You acknowledge that FCN's or Centinela Hospital's signed time records shall be conclusive evidence of the time worked by you and approved for payment by Centinela Hospital.

X0 **LICENSING** You agree to and understand that it is mandatory that you maintain a current and active nursing licensing in the appropriate state for this assignment. You agree to and understand that all licensing costs, applications, and verifications are your responsibility. You agree to make copies of said licenses available to FCN upon request and hereby grant FCN your full consent to verify your licensure as needed.

X0 **PROFESSIONAL CREDENTIALS/CERTIFICATIONS** You agree to and understand that it is mandatory that you maintain current and active professional credentials in order to successfully complete this assignment. Such credentials may include, but are not limited to: BLS, ACLS, PALS, NRP, NALS, TNCC certifications from an accredited healthcare training organization. Required credentials may vary by clinical specialty and/or client assignment. You agree to make copies of said credentials available to FCN upon request and hereby grant FCN your full consent to verify these credentials as needed.



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XO **OVERTIME/DOUBLETIME** Any overtime worked must have prior approval of Centinela Hospital. Overtime will be paid to you at a rate of one and one half (**1.5 times**) the base pay rate. **Overtime is paid for any/all hours worked in excess of 8 hours per workday.** Double-time will be paid at a rate of twice (**2 times**) the base pay rate, when/where applicable by law. The FCN workweek begins at 12:00 AM on the Monday of every calendar week and ends at 11:59 PM on the Sunday of every calendar week. Overtime/Double-time payments will have no effect on the agreed amount of travel assignment to be paid hereunder.

XO **HOLIDAY PAY** Holiday pay will be paid to you at a rate of one and one half (**1.5 times**) the base pay rate. Holiday pay is paid based on Centinela Hospital's holiday schedule. The following holidays are observed

New Year's Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

XO **NON-DISCLOSURE** You agree that you will not disclose the terms and conditions of this agreement or any confidential information you obtain about FCN, Centinela Hospital or any patients during the term of this Agreement. You agree that you will not become either directly or indirectly employed by Centinela Hospital, or be assigned to Centinela Hospital by another employer, for a period of three (3) months after termination of your assignment at Centinela Hospital to which FCN may assign you, without a finder's fee being paid to FCN.

XO **MODIFICATION/ASSIGNMENT** This Agreement may not be modified without the express written consent of both parties. You cannot assign this Agreement to any other person or entity.

XO **CANDIDATE AND CLIENT INTRODUCTION** Candidate agrees to and understands that after FCN presents your profile to Centinela Hospital, you will not accept any assignments, directly or indirectly, with Centinela Hospital through any other entity, business or organization without a finder's fee being paid to FCN by Centinela Hospital. You shall not accept assignment extensions and/or new assignments at Centinela Hospital, directly or indirectly, from any entity, business or organization other than FCN for the twelve month period following the termination of Candidate's employment with the FCN, without a finder's fee being paid to FCN by Centinela Hospital.

XO **GOVERNING LAW/JURISDICTION** You and FCN agree that this Agreement will be governed by and construed in accordance with the laws of the state of the FCN office listed at the beginning of this Agreement, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the state of the FCN office listed at the beginning of this Agreement and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto. If a dispute should arise between you and FCN which cannot be resolved by us, and the matter goes to court, then the unsuccessful party shall pay all of the attorneys' fees and related costs and expenses of the successful party.



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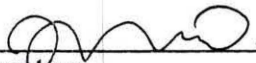
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You and FCN hereby acknowledge their understanding of, and agree to, the mutual promises set forth above by executing this Agreement as of the date written below.

EMPLOYEE


Signature

Joanabelle Pizarro Ordonez
Print Name

01/20/2021
Date

FIRST CLASS NURSES, INC.


Signature

Andy Wahba
Print Name & Title

1/20/2021
Date



First Class Nurses, Inc.

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Cypress, CA 90630

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CONTRACT AGREEMENT

This Agreement made this 14th day of **September**, 2020 by and between **Takeya Marie Rideout** residing at **---REDACTED---** sometimes referred to in this Agreement as "You", and **First Class Nurses**, with office located at 6101 Ball Road, Suite 204, Cypress, CA 90630, referred to in this Agreement as "FCN".

You and FCN agree to all of the following terms and conditions.

DETAILS OF YOUR ASSIGNMENT.

CLIENT:

Centinela Hospital Medical Center ("CLIENT")

Client Location:

555 E Hardy Street, Inglewood, CA 90301

Assignment Category:

Contract

Assignment Period:

2 Years from official start date at CLIENT facility or completion of 3,744 worked hours, whichever is greater.

Start Date:

TBD

Proposed End Date:

TBD

Scheduled Hours/Shift:

12 hour shifts {actual dates to be determined by CLIENT}

Guaranteed Hours per Week:

36 Hours

Base Hourly Pay Rate:

Year	Base Hourly Pay Rate	Pay Per 12hr Shift
Year 0 – 1	\$30.00	\$420.00
Year 1 – 2	\$32.00	\$448.00

Pay structure:

Pay is processed on a Bi-weekly basis by FCN, after the first week (your first Check will be issued three weeks, after start date).

Benefits:

You will be eligible for benefits (medical, dental, vision) offered by FCN beginning with the 1st day of the month following 60 days from your start date.

You will be eligible for 3 days (36 hours) of sick leave per anniversary year after completion of 90 days. Sick leave is paid at the base rate.

Completion Bonus:

You will be eligible to receive a completion bonus in the amount of \$2,500.00. This bonus will be paid after successful completion of your Travel Assignment Agreement of two (2) years.

Additional Notes:

You will receive cross training and orientation for other units. As needed and at the facility's discretion, you may float to other units.



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Memorial Day	Labor Day	Christmas Day

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TR **GOVERNING LAW/JURISDICTION** You and FCN agree that this Agreement will be governed by and construed in accordance with the laws of the state of the FCN office listed at the beginning of this Agreement, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the state of the FCN office listed at the beginning of this Agreement and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto. If a dispute should arise between you and FCN which cannot be resolved by us, and the matter goes to court, then the unsuccessful party shall pay all of the attorneys' fees and related costs and expenses of the successful party.



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You and FCN hereby acknowledge their understanding of, and agree to, the mutual promises set forth above by executing this Agreement as of the date written below.

EMPLOYEE

T Rideout

Signature

Takeya Rideout

Print Name

9/14/2020

Date

FIRST CLASS NURSES, INC.

Andy Wahben

Signature

Andy Wahben

Print Name & Title

9/14/2020

Date

December 24, 2021

VIA ONLINE SUBMISSION

STATE OF CALIFORNIA
LABOR & WORKFORCE DEVELOPMENT AGENCY/DIR

VIA U.S. CERTIFIED MAIL

First Class Nurses, Inc.
6101 Ball Rd, Suite 204
Cypress, CA 90630

Ramy Wahba
6101 Ball Rd, Suite 204
Cypress, CA 90630

First Class Nurses, Inc.
c/o Ramy Wahba, Agent for Service of
Process
6101 Ball Rd, Suite 204
Cypress, CA 90630

Amgad (Andy) Wahba
6101 Ball Rd, Suite 204
Cypress, CA 90630

First Class Nurses, Inc.
c/o Law Offices of Michael Danner
6101 Ball Rd, Suite 302
Cypress, CA 90630

Re: Notice of Claims/Labor Code Private Attorneys General Act of 2004, California Labor Code §2698, et seq.

To: California Labor and Workforce Development Agency, First Class Nurses, Inc., Ramy Wahba, and Amgad (Andy) Wahba:

This firm represents Joanabelle Pizarro Ordoná ("Ordoná") and Takeya Rideout ("Rideout") who were employed at First Class Nurses, Inc. ("FCN"). This notice is intended to constitute notice, including notice pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code §2698, et seq. ("PAGA"), of the provisions of the California Labor Code alleged to have been violated including the facts and theories to support the alleged violations by FCN, and officers and directors Ramy Wahba, and Amgad (Andy) Wahba. Ordoná and Rideout allege that FCN, Ramy Wahba, and Amgad Wahba have violated the following California Labor Code provisions with respect to them and/or other aggrieved California employees.

FCN, a healthcare staffing company/nursing registry, is a temporary services employer (including how that term is used in Labor Code section 201.3) and labor contractor (including how that term is used in Labor Code section 2810.3). FCN supplies personnel to various clients throughout California (“client employers”) including hospitals including but not limited to Centinela Hospital Medical Center in Inglewood, California (“Centinela”), a Prime Healthcare company, where Ordonia and Rideout were placed/assigned to work as nurses. Centinela is an general acute care hospital. Ordonia and Rideout each were formerly employed as non-exempt employees at FCN and the client employer hospital (Centinela in their case). Aggrieved employees are defined as

Any and all persons who are or were employees of First Class Nurses, Inc., however titled, in the state of California who have been, at any time since one year prior to this notice (plus applicable time for tolling under Emergency Rule No. 9 or similar tolling rules), presented with any document and/or signed any document (including but not limited to “Contract Agreement” and/or “Travel Assignment Agreement”) in connection with assignment of employment at Centinela Hospital Medical Center in Inglewood, California (hereinafter collectively referred to as the “Contract Agreement-Centinela Aggrieved Employees”).

Any and all persons who are or were employees of First Class Nurses, Inc., however titled, in the state of California who have been, at any time since one year prior to this notice (plus applicable time for tolling under Emergency Rule No. 9 or similar tolling rules), presented with any document and/or signed any document (including but not limited to “Contract Agreement” and/or “Travel Assignment Agreement”) in connection with assignment of employment at Centinela Hospital Medical Center in Inglewood, California and which references liquidated damages (or any sort of repayment or charges) associated with training and orientation provided by Centinela Hospital, and to be paid by the employee. (“Training/Orientation-Centinela Aggrieved Employees”)

Any and all persons who are or were employees of First Class Nurses, Inc., however titled, in the state of California at any time since one year prior to this notice (plus applicable time for tolling under Emergency Rule No. 9 or similar tolling rules) and whose work assignment, at any point, has been remote, in the field and/or at a client location (hereinafter collectively referred to as the “Business Expense Aggrieved Employees”).

Any and all persons who are or were non-exempt employees of First Class Nurses, Inc., however titled, in the state of California at any time since one year prior to this notice (plus applicable time for tolling under Emergency Rule No. 9 or similar tolling rules) (hereinafter collectively referred to as the “Non-Exempt Aggrieved Employees”).

Any and all persons who are or were non-exempt employees of First Class Nurses, Inc., however titled, in the state of California at any time since one year prior to this notice (plus applicable time for tolling under Emergency Rule No. 9 or similar tolling rules) (hereinafter collectively referred to as the “Waiting Time Aggrieved Employees”).

Failure to Provide Meal Periods and Authorize and Permit Paid Rest Periods/Failure to Pay Correct Meal and Rest Break Premiums

FCN, Ramy Wahba, and Amgad Wahba failed to provide compliant meal periods and authorize and permit compliant paid rest periods at all times to Non-Exempt Aggrieved Employees who have worked at a client employer during the statutory period, including Ordon and Rideout. Meal periods, at times, were late, less than 30 minutes in length, interrupted/on-duty, controlled, not provided at all when required, or had illegal restrictions placed on them including that breaks could not be taken off-premises. Moreover, policy did not provide for second meal periods when the work period was greater than ten (10) hours. Rest periods, at times, were not authorized and permitted, less than a net 10 minutes in length, interrupted/on-duty, controlled, not provided at all when required, or had illegal restrictions placed on them including that breaks could not be taken off-premises. The reasons for non-compliance with meal and rest period laws requiring the provision of compliant breaks includes being a result of staff shortage, failure to provide coverage for breaks, work duties, failure to permit off-premise and off-duty breaks, failure to provide written notice of ability to take breaks, and failure to provide a meal period and/or rest period when the shift length requires the provision of these breaks but when the scheduled shift did not require the provision of break(s). FCN has failed to pay any rest premium wages to Non-Exempt Aggrieved Employees, including Ordon and Rideout, for non-compliant rest breaks. When meal premiums were paid to Non-Exempt Aggrieved Employees, including Ordon and Rideout, they were paid at the incorrect rate of pay in that the meal premiums were paid at a sum less than the affected employee's regular rate of compensation which includes not only the employee's base rate but also bonuses, incentive pay, COVID pay, preceptor pay, pay operating as wages and not reimbursements whether or not identified as wages or reimbursements, value of per diem benefits and pay operating as wages and not reimbursements whether or not identified as wages or reimbursements (including but not limited to meals, incidentals, housing/housing allowance or subsidy), and other forms of qualifying compensation/benefits. To the extent any rest premiums were paid, the computation similar to that of meal premiums likewise would have been incorrect. FCN, Ramy Wahba, and Amgad Wahba have violated California Labor Code sections 226.7(b) and (c), 512, and 1198. Additionally, FCN, Ramy Wahba, and Amgad Wahba have violated LC section 204 by failing to pay premium wages due for meal and rest premiums during employment at the times proscribed by Section 201.3, 204 and Sections 201/202 and 203 by failing to pay these wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty to Waiting Time Aggrieved Employees. Wage statement violations additionally have occurred as a result of break and break premium wage violations in that, in violation of LC section 226(a), meal and rest break premiums wages earned are reported incorrectly on wage statements.

Unpaid Overtime Wages

FCN, Ramy Wahba, and Amgad Wahba fail to accurately pay overtime wages to Non-Exempt Aggrieved Employees who have worked at a client employer during the statutory period, including Ordon and Rideout, as a result of not calculating the overtime rate of pay properly through conduct including: failing to include all forms of qualified pay/benefits in the overtime rate of pay including not only the employee's base rate but also bonuses, incentive pay, COVID pay, preceptor pay, pay operating as wages and not

reimbursements whether or not identified as wages or reimbursements, value of per diem benefits and pay operating as wages and not reimbursements whether or not identified as wages or reimbursements (including but not limited to meals, incidentals, housing/housing allowance or subsidy), and other forms of qualifying compensation/benefits, and not using the correct number of hours as the overtime divisor. Furthermore, as a result of the workweek (e.g. Monday through Sunday) not matching up with the pay period (e.g. Sunday through Saturday), overtime wages have not been paid accurately, nor timely and further wage statements do not accurately record hours worked and wages earned during the pay period. Likewise, daily overtime has not been paid correctly based on stated workday for overtime purposes. As a result of these actions, FCN, Ramy Wahba, and Amgad Wahba fail to pay overtime wages correctly thereby violating California LC sections 510, and 1198. Additionally, FCN, Ramy Wahba, and Amgad Wahba have violated LC section 201.3, 204 by failing to these wages during employment when due at the times proscribed by Sections 201.3, 204 and Sections 201/202 and 203 by failing to pay these wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty to Waiting Time Aggrieved Employees. Wage statement violations additionally have occurred as a result of the overtime violations in that, in violation of LC section 226(a), earned overtime wages are reported incorrectly on wage statements, and the applicable overtime rate of pay is listed incorrectly.

Non-Complaint Paid Sick Leave

LC sections 245-249 require that paid sick leave be provided pursuant to the requirements of these sections including at the amount, terms, rate of compensation, and recording of same, as set forth in said sections. Starting in the year 2020, California enacted supplemental sick pay laws specifically for Covid-19 and included these laws in Section 245 et seq. Covid-19 supplemental paid sick leave laws require paid sick leave be provided per the requirements including at the amount, terms, rate of compensation, and recording of same, as set forth in said law. FCN, Ramy Wahba, and Amgad Wahba have not complied with California's paid sick leave laws including but not limited to Sections 246 and the Section 248 series with respect to Non-Exempt Aggrieved Employees, including Ordon and Rideout, in that it has failed to properly compute the amount due for paid sick leave in conformance with the pay calculation under Sections 246 and the 248 series, resulting in unpaid wages in addition to discouraging the use of paid sick time due to underpayment. Written notice of available paid sick time further is not appropriately recorded as required by Section 246(i) and the Section 248 series. As a result of this conduct, FCN, Ramy Wahba, and Amgad Wahba have violated LC sections 201/202, 201.3, 204, 226(a), and 245-249 with respect to Non-Exempt Aggrieved Employees and to Waiting Time Aggrieved Employees.

Unlawful Deductions from Wages/Unlawful Collection/Receipt of Wages/Failure to Pay Statutory and Contracted Wages

FCN, Ramy Wahba, and Amgad Wahba's practice with respect to Training/Orientation-Centinel Aggrieved Employees (including but not limited to those under a Travel Assignment Agreement or Contract Agreement) is that it collects/receives from an employee a part of wages it paid to the employee (including wage scale under the agreement and statutory wages) under the guise of a liquidated damages clause which states that the employee will pay FCN a specified amount as liquidated damages if the employee terminates employment with FCN within a specified time at a specified client employer. The

amount of the liquidated damages is the cost associated with training and orientation (including that for on-the job for which wages are paid) provided by the client employer, including Centinela hospital, to the employee. Through this conduct, FCN, Ramy Wahba, and Amgad Wahba unlawfully deducts/collects/receives from the wages of its employees, expenses which the law requires to be borne by the employer, requiring employees to carry the burden of the losses. It also secretly pays a lower wages than that set by contract or statute while purporting to pay the wage designated by statute or by contract. For example, wages designated by statute or contract are not really being paid to the employee as a result of FCN making deductions from and/or collecting/receiving, directly or indirectly, wages paid to the employee. The charges and liquidated damages that FCN collects are kickbacks to and make it appear FCN is paying the promised or required wages when in fact ultimately it is paying less. A net result is that FCN, Ramy Wahba, and Amgad Wahba do not pay statutorily required minimum and overtime wages as a result of taking back wages

As a result, FCN, Ramy Wahba, and Amgad Wahba violate LC sections 201-204, 221, 223-224, 226(a), 510, 1187.12, 1194 et seq., 1198. FCN, Ramy Wahba, and Amgad Wahba have violated Sections 221, 223-224 when it collects or receives, directly or indirectly, from the employee any part of the wages FCN has paid to the employee. FCN, Ramy Wahba, and Amgad Wahba have violated LC sections 201.3, 204 by failing to wages earned during employment when due at the times proscribed by Sections 201.3, 204 and Sections 201/202 and 203 by failing to pay these wages by the time proscribed by Sections 201/202 and failing to pay a waiting time penalty to Waiting Time Aggrieved Employees. Wage statement violations additionally have occurred as a result of these violations in that, in violation of LC section 226(a), earned wages are reported incorrectly on wage statements due unlawful deductions/collections. LC sections 510, 1187.12, 1194 and 1198 are violated as a result of minimum and overtime wages not being paid as a result of wages being collected and under Sections 218, 218.5, 218.6, employees may bring an action to recover unpaid contractual wages. As a further result, California LC section 432.5 is violated. Section 432.5 states that “No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” California LC section 925(a)(2) is also violated. Section 925(a)(2) prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would “deprive the employee of the substantive protection of California with respect to a controversy arising in California.”

Additionally, the practice at FCN is to not pay wages due upon separation of employment within the times required by LC sections 201, 202 and 201.3 to Waiting Time Aggrieved Employees, but rather, if paid at all, the wages are paid at a later date.

Failure to Indemnify for Business Expenses

FCN has Business Expense Aggrieved Employees, including Ordonia and Rideout, utilize an electronic time recording system (including but not limited to Paycom) which it required to be downloaded to the employee’s personal electronic device(s) such as cell phone. The electronic time recording system required the employees to provide and use their own personal electronic device as well internet/cellular service to access and record time. Other work related duties for FCN such as work communications and

administrative work were also required to be done via personal devices/equipment and using internet/cellular service; these include telephone calls, email communications, and remote meetings. FCN however does not provide the electronic device(s)/equipment, nor internet/cellular service to Business Expense Aggrieved Employees, including Ordon and Rideout, for time recording purposes or other work related purposes, nor does FCN indemnify them for providing and using their own personal device(s) and internet/cellular service. This practice violates LC Section 2802. Section 2802 states “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful...”

FCN, Ramy Wahba, and Amgad Wahba also violates LC sections 2802 as a result of the practice of passing costs associated with training and orientation on to Training/Orientation-Centinela Aggrieved Employees. In these circumstances, training and orientation is purported to be provided to these employees (including through on the job training through which wages are paid to the employee for work time), and through a liquidated damages clause provision in the agreement with the aggrieved employee, costs associated with training and orientation provided by the client employer (Centinela Hospital) is charged to the employee, through a kickback to FCN, if the employee terminates employment with FCN within a specified time at a specified client employer. Per LC Section 2802.1(a)(1), “Section 2802 applies to any expense or cost of any employer-provided or employer-required educational program or training for an employee providing direct patient care or an applicant for direct patient care employment. Those expenses or costs shall constitute a necessary expenditure or loss incurred by the employee in direct consequence of the discharge of the employee’s duties, as that phrase is used in Section 2802.” Section 2802.1 is applicable here. For example, in the instance of Training/Orientation Aggrieved Employees, it is Centinela who provides the educational program or training for the employee providing direct patient care, and it is FCN (and Centinela as well) that requires educational program or training.

Additionally, Labor Code section 2804 states, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

As a result, Sections 2802 and 2802.1 are both violated. As a further result, California LC section 432.5 is violated. Section 432.5 states that “No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” California LC section 925(a)(2) is also violated. Section 925(a)(2) prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would “deprive the employee of the substantive protection of California with respect to a controversy arising in California.”

Unlawful Wage Non-Disclosure Policy

LC section 232 provides that no employer may (a) require, as a condition of employment, that an employee refrain from disclosing the amount of his or her wages; (b) require an employee to sign a waiver or other

document that purports to deny the employee the right to disclose the amount of his or her wages; (c) discharge, formally discipline, or otherwise discriminate against an employee who discloses the amount of his or her wages. FCN, Ramy Wahba, and Amgad Wahba violate this section with respect to certain Contract Agreement-Centinela Aggrieved Employees in that its practice is to require as a condition of employment that an employee refrain from disclosing the amount of his or her wages and/or require an employee to sign a waiver or other document that purports to deny the employee the right to disclose the amount of his or her wages (including by way of a Travel Assignment Agreement or Contract Agreement that the employee signs that prohibits the disclosure of the terms and conditions of the agreement), and/or discharges, formally disciplines, or otherwise discriminates against an employee who discloses the amount of his or her wages. As a further result, California LC section 432.5 is violated. Section 432.5 states that “No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” California LC section 925(a)(2) is also violated. Section 925(a)(2) prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would “deprive the employee of the substantive protection of California with respect to a controversy arising in California.”

Unlawful Non-Compete Provision and Violations of Labor Code Sections 432.5 and 925

California Business and Professions Code §16600 prohibits non-competition agreements. Specifically it states “[e]xcept as provided in this chapter, every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void.” Any contract restraining anyone from engaging in a lawful profession, trade, or business of any kind – a non-compete agreement therefore is against public policy if the contract does not fall within one of the limited exceptions in California Business and Professions Code §16600. California LC section 432.5 states that “No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” California LC section 925(a)(2) prohibits an employer from requiring an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would “deprive the employee of the substantive protection of California with respect to a controversy arising in California.”

In direct contravention to California LC section 432.5, FCN, Ramy Wahba, and Amgad Wahba require Contract-Agreement-Centinela Aggrieved Employees who primarily reside and work in California, as a condition of employment, to agree to a non-compete agreement – a provision that would deprive employees of the substantive protection of California with respect to a controversy arising in California. For example, a Travel Assignment Agreement to which the employee is assigned to Centinela contains non-compete provisions including but not limited to: the employee agreeing that they will not become either directly or indirectly employed by Centinela or be assigned to Centinela by another employer without a finder’s fee being paid to FCN. This also violates Section 925(a)(2) in that it requires an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would “deprive the employee of the substantive protection of California with respect to a controversy arising in California,” namely the protection to engage in a lawful profession, trade or

business of any kind. Furthermore, Sections 432.5 and 925(a)(2) are violated through any sort of purported agreement with the employees (including but not limited to those under a Travel Assignment Agreement in which they are assigned to Centinela) that purports to contract away protections under the labor code including but not limited to indemnification under Sections 2802, 2802.1, minimum wages, overtime wages, paid sick time, and one-way fee and cost shifting.

Failure to Provide and Maintain Accurate and Compliant Wage Statements, Maintain Accurate and Compliant Time Records and Provide 2810.5 Notices

FCN does not maintain accurate and compliant time records for all Non-Exempt Aggrieved Employees, including records required by LC section 1174(d) and the “Records” section of the applicable Wage Order (including daily hours worked, when the employee begins and ends each work period, and meal periods, split shift intervals, and total daily hours worked), a violation of LC Sections 1174 and 1198. FCN further fails to provide all Non-Exempt Aggrieved Employees with Section 2810.5 notices with all information required to be provided.

Not all wage statements of Non-Exempt Aggrieved Employees are accurate. In addition to the reasons set forth above for how Section 226(a) has been violated, wage statements misreport gross and net wages earned as well as deductions, as a result of wages being reported on wage statements as reimbursements under the deductions section of the wage statement. As a result, the wage statements misreport employees’ true gross and net earnings and deductions. This has occurred at least with respect to extra wages paid during Covid times (including wages based on hours worked). For the same reasons, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee are inaccurate as certain wage statements code extra pay (including hourly pay) during Covid times as reimbursements under the deductions section rather than itemizing the pay as wages and itemizing total hours worked. Certain wage statements further do not accurately itemize total hours worked by the employee as a result of the wage statements including, in the total hours, hours for holidays, sick time, meal premiums, preceptor hours, and other time, and at times the hours worked not being totaled up. Further, as a temporary services employer, FCN’s wage statements to Non-Exempt Aggrieved Employees do not at all times specify the rate of pay and total hours worked for each temporary services assignment. Wage statement additionally do not at all statutory times set forth the accurate pay period start and end date and pay dates.

Please feel free to contact the undersigned with any questions you may have.

Very truly yours,

Diane Richard

Diane E. Richard

From: LWDA DO NOT REPLY lwdadonotreply@dir.ca.gov
Subject: Thank you for submission of your PAGA Case.
Date: December 24, 2021 at 6:34 PM
To: diane@richardlawpc.com



12/24/2021

LWDA Case No. LWDA-CM-859568-21
Law Firm : Richard Law, P.C.
Plaintiff Name : Joanabelle Pizarro Ordon, Takeya Rideout
Employer: First Class Nurses, Inc.
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: http://labor.ca.gov/Private_Attorneys_General_Act.htm