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Class, and on behalf of the State of California

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

RANDY GINES and PATRICIA RIOS, as
individuals and on behalf of all others
similarly situated,

Plaintiffs,

v.

LUCILE PACKARD CHILDREN'S
HOSPITAL AT STANFORD, an unknown
entity; and DOES 1 through 50, inclusive,

Defendants.

PATRICIA RIOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LUCILE PACKARD CHILDREN'S
HOSPITAL AT STANFORD, an unknown
entity; and DOES 1 through 50, inclusive,

Defendants.

FILED

July 17, 2024

Clerk of the Court
Superior Court of CA
County of Santa Clara

19CV357498

By: rwalker

CASE NO. 19CV357498

*Assigned for All Purposes to Honorable Theodore C.
Zayner in Department 19*

[Consolidated with Case No. 21CV386232]

**STIPULATION TO CONSOLIDATE CASES
AND LEAVE TO FILE SECOND AMENDED
CONSOLIDATED COMPLAINT; AND
~~PROPOSED~~ ORDER**

1 KAREN ROLDAN, on behalf of herself,
2 all others similarly situated, and on behalf
of the general public,

3 Plaintiff,

4 vs.

5 LUCILE SALTER PACKARD
6 CHILDREN'S HOSPITAL AT
STANFORD, a California corporation; and
DOES 1 through 10, inclusive,

7 Defendants.

8 *Consolidated with*

9 KAREN ROLDAN, a proxy for the State
10 of California as an aggrieved employee
pursuant to the Private Attorneys General
11 Act,

12 Plaintiff,

13 vs.

14 LUCILE SALTER PACKARD
15 CHILDREN'S HOSPITAL AT
STANFORD, a California corporation; and
DOES 1 through 10, inclusive,

16 Defendants.
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CASE NO. 22CV397838 (Lead)
22CV397839

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16 AT STANFORD
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1 Plaintiffs Randy Gines (“Gines”), Patricia Rios (“Rios”), and Karen Roldan (“Roldan”)
2 (collectively, “Plaintiffs”) and Defendant Lucile Salter Packard Children’s Hospital at Stanford
3 (“Defendant”) (Plaintiffs and Defendant collectively, the “Parties”), by and through their
4 respective counsel of record, hereby stipulate as follows with reference to the following facts:

5 1. On October 28, 2019, Gines filed his Class Action Complaint against Defendant
6 for violation of California Labor Code sections 226 and 2698, *et seq.*, designated Santa Clara
7 County Superior Court Case No. 19CV357498 (the “*Gines Action*”);

8 2. On August 18, 2021, Gines filed a First Amended Class Action Complaint against
9 Defendant, revising the definition of the employee class;

10 3. On August 26, 2021, Rios filed her Class Action Complaint against Defendant for
11 violations of California Labor Code sections 201, 202, 203, 226, 226.7, 512, 2802, and the
12 PAGA, designated Santa Clara County Superior Court Case No. 21CV386232 (the “*Rios*
13 *Action*”);

14 4. On November 15, 2021, the Court signed the Parties’ Stipulation to Consolidate
15 the *Gines Action* and the *Rios Action* (the “*Gines Consolidated Action*”);

16 5. On April 15, 2022, Gines and Rios filed their Motion for Leave to File the First
17 Amended Consolidated Class Action Complaint, which the Court granted on May 18, 2022;

18 6. On May 10, 2022, Roldan filed her action entitled *Roldan v. Lucile Salter Packard*
19 *Children’s Hosp. at Stanford*, designated Santa Clara County Superior Court Case No.
20 22CV397838;

21 7. On May 10, 2022, Roldan also filed a PAGA action arising from the same claims
22 against Defendant, designated Santa Clara County Superior Court Case No. 22CV397839;

23 8. On February 2, 2023, Roldan’s PAGA action was consolidated with her class
24 action (the “*Roldan Consolidated Action*”);

25 9. The *Gines Consolidated Action* and *Roldan Consolidated Action* allege class and
26 representative PAGA claims against Defendant, allege overlapping causes of action, and are
27 alleging claims on behalf of similar and/or overlapping employee classes and allegedly aggrieved
28 employees, and for purposes of judicial economy and pursuant to the Court’s directive, the Parties
have agreed to consolidate the cases and be granted leave file the Second Amended Consolidated

1 Complaint attached hereto as Exhibit A.

2 NOW, THEREFORE, the Parties hereby stipulate that:

3 1. The *Gines* Consolidated Action and *Roldan* Consolidated Action shall be
4 consolidated into the *Gines* Consolidated Action pursuant to Code of Civil Procedure section
5 1048(a);

6 2. The *Gines* Consolidated Action shall be designated as the lead case pursuant to
7 Rule 3.350(b) of the California Rules of Court;

8 3. Upon the entry of this Order granting consolidation, Plaintiffs shall also be granted
9 leave to file the Second Amended Consolidated Complaint attached hereto as Exhibit A, which
10 shall be filed under *Gines* Consolidated Action, Case No. 21CV386232;

11 4. The Second Amended Consolidated Complaint will be deemed filed and served as
12 of the date of the Order granting this Stipulation; and

13 5. Defendant shall have 30 days to file a responsive pleading as of the date of the
14 Order granting this Stipulation.

15 **IT IS SO STIPULATED.**

16 Dated: July 2, 2024

POLARIS LAW GROUP

17 By: 

18 WILLIAM L. MARDER
ATTORNEYS FOR PLAINTIFFS
RANDY GINES AND PATRICIA RIOS

19 Dated: July 2, 2024

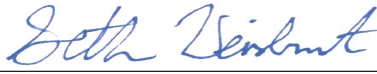
LAW OFFICES OF MARK YABLONOVICH

20 By: 

21 MARK YABLONOVICH
22 MONICA BALDERRAMA
23 TONY ROBERTS
ATTORNEYS FOR PLAINTIFF ROLDAN

24 Dated: July 1, 2024

GORDON REES SCULLY MANSUKHANI
LLP

25 By: 

26 SETH WEISBURST
27 SARA A. MOORE
ATTORNEYS FOR DEFENDANT
28 LUCILE SALTER PACKARD CHILDREN'S
HOSPITAL AT STANFORD

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IT IS HEREBY ORDERED AS FOLLOWS:

- IT IS SO ORDERED.**

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EXHIBIT “A”

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the Class, and on behalf of the State of California

(Additional counsel listed in following pages)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

RANDY GINES and PATRICIA RIOS, as
individuals and on behalf of all others
similarly situated,

Plaintiffs,

v.

LUCILE PACKARD CHILDREN'S
HOSPITAL AT STANFORD, an unknown
entity; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 19CV357498

*Assigned for All Purposes to Honorable
Theodore C. Zayner in Department 19*

[Consolidated with Case Nos. 21CV386232,
22CV397838, 22CV397839]

**SECOND AMENDED CONSOLIDATED
CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES FOR:**

PATRICIA RIOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LUCILE PACKARD CHILDREN'S
HOSPITAL AT STANFORD, an unknown
entity; and DOES 1 through 50, inclusive,

Defendants.

- (1) Violations of California Labor Code §§ 226(a), 1174(d), and 1198 (Failure to Provide Accurate Itemized Wage Statements, Maintain Accurate and Complete Payroll Records, and Maintain Accurate and Complete Timekeeping Records);
- (2) Violations of California Labor Code §§ 233, 246, 248.1, 248.2, and 248.5 (Failure to Provide Sick Pay);
- (3) Violations of California Labor Code §§ 510, 558, 1194, 1197.1, and 1198 (Failure to Pay Overtime Wages);
- (4) Violations of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Failure to Pay Minimum Wages);

1 KAREN ROLDAN, on behalf of herself,
2 all others similarly situated, and on behalf
3 of the general public,

4 Plaintiff,

5 vs.

6 LUCILE SALTER PACKARD
7 CHILDREN'S HOSPITAL AT
8 STANFORD, a California corporation; and
9 DOES 1 through 10, inclusive,

10 Defendants.

11 ***Consolidated with***

12 KAREN ROLDAN, a proxy for the State
13 of California as an aggrieved employee
14 pursuant to the Private Attorneys General
15 Act,

16 Plaintiff,

17 vs.

18 LUCILE SALTER PACKARD
19 CHILDREN'S HOSPITAL AT
20 STANFORD, a California corporation; and
21 DOES 1 through 10, inclusive,

22 Defendants.

- (5) Violations of California Labor Code §§ 226.7, 512(a), and 1198 (Failure to Provide and Record Meal Periods);
(6) Violations of California Labor Code §§ 226.7 and 1198 (Failure to Provide Rest Periods);
(7) Violations of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
(8) Violations of California Labor Code §§ 201, 202, 203 (Failure to Pay Wages Upon Termination);
(9) Violations of California Labor Code §§ 1194, 1197, and 1198 (Failure to Pay Reporting Time Pay);
(10) Violations of California Labor Code § 223 (Secret Underpayment of Wages);
(11) Violations of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses);
(12) Violations of California Labor Code §§ 2698, et seq. (Civil Penalties Pursuant to PAGA) and,
(13) Violations of California Business & Professions Code sections 17200, et seq. (Unfair of Unlawful Business Practices)

23 **Jury Trial Demanded**

24 **DEMAND EXCEEDS \$25,000.00**

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12 Attorneys for Plaintiff Karen Roldan, the Class,
and on behalf of the State of California

1 Plaintiffs Randy Gines (“Gines”), Patricia Rios (“Rios”), and Karen Roldan (“Roldan”)
2 (collectively, “Plaintiffs”) submit this Second Amended Consolidated Class and Representative
3 Action Complaint (“Complaint”) against Defendant Lucile Salter Packard Children’s Hospital at
4 Stanford (the “Company” or “Defendant”) and DOES 1-50 (collectively referred to as
5 “Defendants”), as individuals and on behalf of a class of all current and former non-exempt
6 employees who worked for Defendants in California at any time from and including May 10,
7 2018 through June 8, 2024, for class-wide recovery of penalties and/or damages for violations of
8 the California Labor Code. Plaintiffs also assert claims on behalf of other members of the general
9 public similarly situated, and as aggrieved employees pursuant to the Labor Code Private
10 Attorneys General Act of 2004 (“PAGA”) as follows:

11 **INTRODUCTION**

12 1. This class action is within the Court’s jurisdiction under California Labor Code
13 sections 201, 202, 203, 204, 223, 225.5, 226, 226.7, 233, 246, 248.1, 248.2, 248.5, 510, 512, 558,
14 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2801, and 2802, and the California Industrial
15 Welfare Commission’s (“IWC”) Wage Orders, including but not limited to Nos. 3-2001 and 5-
16 2001, and California Business & Professions Code sections 17200, et seq. The representative
17 action is likewise within the Court’s jurisdiction under the California Labor Code Private
18 Attorneys General Act of 2004, Labor Code sections 2698, et seq.

19 2. This Complaint challenges systemic illegal employment practices resulting in
20 violations of the California Labor Code against employees of Defendants.

21 3. Plaintiffs are informed and believe and based thereon allege, that Defendants
22 jointly and severally have acted intentionally and with deliberate indifference and conscious
23 disregard to the rights of all employees by failing to provide accurate itemized wage statements
24 identifying all required information and failing to pay all sick pay and overtime wages owed.

25 4. Plaintiffs are informed and believe and based thereon allege, that Defendants have
26 engaged in, among other things a system of willful violations of the California Labor Code and
27 applicable IWC Wage Orders by creating and maintaining policies, practices and customs that
28 knowingly deny employees the above stated rights and benefits.

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6. This is also a law enforcement action under PAGA to recover civil penalties and any other available relief which exceed the minimum limits of the Superior Court and will be established according to proof at trial.

8. This Court has jurisdiction over all Defendants because Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in Santa Clara County because Defendants maintain business locations in this County and Plaintiffs performed work for Defendants in this County.

11. Gines' employment with Defendants as an ultrasound technician began around July 11, 2011 and ended on approximately October 28, 2019. Rios worked for Defendants from about December 7, 2020 to June 4, 2021, as a clinic/medical assistant. Roldan worked for Defendants from around December 2015 to November 30, 2021, as a Senior MRI technologist III.

5

1 13. Plaintiffs were and are victims of the policies, practices, and customs of
2 Defendants complained of in this action in ways that have deprived Plaintiffs of the rights
3 guaranteed by California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226, 226.7, 233,
4 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2801,
5 and 2802, IWC Wage Orders, including but not limited to Nos. 3-2001 and 5-2001, and
6 California Business & Professions Code sections 17200, and PAGA, Labor Code sections 2698,
7 et seq.

8 14. Plaintiffs are informed and believe and based thereon allege, that at all times
9 herein mentioned Defendants and DOES 1 through 50 are and were business entities, individuals,
10 and partnerships, licensed to do business and actually doing business in the State of California.

11 15. As such, and based upon all the facts and circumstances incident to Defendants'
12 business in California, Defendants are subject to California Labor Code sections 201, 202, 203,
13 204, 223, 225.5, 226, 226.7, 233, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1182.12, 1194,
14 1197, 1197.1, 1198, 2800, 2801, and 2802, IWC Wage Orders, including but not limited to Nos.
15 3-2001 and 5-2001, and California Business & Professions Code sections 17200, and PAGA,
16 Labor Code sections 2698, et seq.

17 16. Plaintiffs do not know the true names or capacities, whether individual, partner or
18 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
19 said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this
20 complaint when the true names and capacities are known. Plaintiffs are informed and believe and
21 based thereon allege, that each of said fictitious Defendants was responsible in some way for the
22 matters alleged herein and proximately caused Plaintiffs and members of the general public and
23 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

24 17. At all times herein mentioned, each of said Defendants participated in the doing of
25 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
26 Defendants, and each of them, were the agents, servants and employees of each of the other
27 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
28 within the course and scope of said agency and employment.

1 18. Plaintiffs are informed and believe and based thereon allege, that at all times
2 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
3 joint venturer of, or working in concert with each of the other co-Defendants and was acting
4 within the course and scope of such agency, employment, joint venture, or concerted activity. To
5 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
6 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
7 Defendants.

8 19. At all times herein mentioned, Defendants, and each of them, were members of,
9 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
10 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

11 20. At all times herein mentioned, the acts and omissions of various Defendants, and
12 each of them, concurred and contributed to the various acts and omissions of each and all of the
13 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
14 herein mentioned, Defendants, and each of them, ratified each and every act or omission
15 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
16 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
17 damages as herein alleged.

18 **CLASS ACTION ALLEGATIONS**

19 21. **Definition:** The named Plaintiffs seek class certification, pursuant to California
20 Code of Civil Procedure section 382, of the following class: All current and former non-exempt
21 employees who worked for Defendants in California at any time from and including May 10,
22 2018 through June 8, 2024 (“Class”). Members of the Class will be referred to as “Class
23 Members.” Plaintiffs reserve the right to redefine the Class and to add subclasses as appropriate
24 based on further investigation, and discovery.

25 22. **Numerosity and Ascertainability:** The members of the Class are so numerous
26 that joinder of all members would be impractical. On information and belief, there are over 1000
27 class members, and the identity of the members of the Class is readily ascertainable by review of
28 Defendants’ records, including payroll records.

1 23. **Adequacy of Representation:** The named Plaintiffs are fully prepared to take all
2 necessary steps to represent fairly and adequately the interests of the Class. Plaintiffs' attorneys
3 are ready, willing, and able to fully and adequately represent the Class and the named Plaintiffs.
4 Plaintiffs' attorneys have prosecuted and settled wage-and-hour class actions in the past and
5 currently have a number of wage-and-hour class actions pending in California courts.

6 24. The Company uniformly administered a corporate policy, practice of failing to: (a)
7 pay overtime and sick pay wages at the correct, higher regular rate of pay; and (b) provide
8 accurate itemized wage statements to employees in violation of Labor Code section 226.

9 25. **Common Question of Law and Fact:** There are predominant common questions
10 of law and fact and a community of interest amongst Plaintiffs and the claims of the Class
11 including, but not limited to:

- 12 (a) Whether Defendants failed and or refused to pay Plaintiffs and Class Members all
13 wages due based on all hours worked by failing to record all hours worked;
- 14 (b) Whether Defendants required Plaintiffs and Class Members to work over eight
15 hours a day, over 12 hours per day, and/or over 40 hours per week and failed to
16 pay them legally required overtime compensation;
- 17 (c) Whether Defendants failed or refused to pay Plaintiffs and Class Members who
18 worked overtime with the correct regular rate of pay;
- 19 (d) Whether Defendants failed to pay Plaintiffs and Class Members at least minimum
20 wages for all hours they worked;
- 21 (e) Whether Defendants secretly paid Plaintiffs and Class Members wages at a lower
22 amount while purporting to pay the wages designated by statute or by contract;
- 23 (f) Whether Defendants failed to provide Plaintiffs and Class Members of meal
24 periods or required Plaintiffs and Class Members to work during meal periods
25 without compensation;
- 26 (g) Whether Defendants failed to provide Plaintiffs and Class Members of rest periods
27 or required Plaintiffs and Class Members to work during rest periods;
- 28 (h) Whether Defendants failed to pay Plaintiffs and Class Members one additional

hour of pay at Plaintiffs' and Class Members' regular rate of compensation for each workday that a meal period and/or a rest period was not provided;

(i) Whether Defendants failed or refused to pay Plaintiffs and Class Members who were paid a meal period or rest period premium at the correct regular rate of compensation;

(j) Whether Defendants failed or refused to pay Plaintiffs and Class Members sick pay at the correct regular rate of pay;

(k) Whether Defendants failed or refused to provide Plaintiffs and Class Members with written notice that sets forth the amount of paid sick leave and/or supplemental sick leave available, or paid time off leave provided in lieu of sick leave, for use on either Plaintiffs' and Class Members' itemized wage statements or in separate writings provided on the designated pay dates with the employees' payments of wages;

(l) Whether Defendants complied with their wage reporting and time recordkeeping obligations;

(m) Whether Defendants failed to pay overtime wages, minimum wages, reporting time wages, sick pay, meal period and rest period premiums due to Plaintiffs and Class Members during their employment;

(n) Whether Defendants failed to pay overtime wages, minimum wages, reporting time wages, meal period and rest period premiums, sick pay, and/or wages for all hours worked due to Plaintiffs and Class Members upon termination of their employment;

(o) Whether Defendants failed or refused to pay Plaintiffs and Class Members reporting time wages with the correct regular rate of pay;

(p) Whether Defendants failed to reimburse Plaintiffs and Class Members for reasonable and necessary business expenses in violation of Labor Code sections 2800 and 2802;

(q) Whether Defendants' conduct was willful or reckless;

1 (r) Whether Defendants engaged in unfair business practices in violation of California
2 Business and Professions Code sections 17200 et seq.; and

3 (s) The appropriate amount of damages, unpaid wages, restitution, penalties, interest,
4 and/or attorneys' fees and costs Defendants are obligated to pay because of their
5 violations of California law.

6 26. **Typicality:** The claims of the named Plaintiffs are typical of the claims of all
7 members of the Class in that Plaintiffs have suffered the harm alleged in this Complaint in a
8 similar and typical manner as the Class Members. Thus, Plaintiffs are members of the Class and
9 have suffered the alleged violations of California Labor Code sections 201, 202, 203, 204, 223,
10 225.5, 226, 226.7, 233, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1197,
11 1197.1, 1198, 2800, 2801, and 2802, IWC Wage Orders, including but not limited to Nos. 3-2001
12 and 5-2001, and California Business & Professions Code sections 17200.

13 27. The California Labor Code and upon which Plaintiffs base these claims is broadly
14 remedial in nature. These laws and labor standards serve an important public interest in
15 establishing minimum working conditions and standards in California. These laws and labor
16 standards protect the average working employee from exploitation by employers who may seek to
17 take advantage of superior economic and bargaining power in setting onerous terms and
18 conditions of employment.

19 28. The nature of this action and the format of laws available to Plaintiffs and
20 members of the Class identified herein make the class action format a particularly efficient and
21 appropriate procedure to redress the wrongs alleged herein. If each employee were required to file
22 an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
23 advantage since it would be able to exploit and overwhelm the limited resources of the individual
24 Plaintiffs with Defendants' vastly superior financial and legal resources. Requiring each Class
25 Member to pursue an individual remedy would also discourage the assertion of lawful claims by
26 employees who would be disinclined to file an action against their former and/or current
27 employer for real and justifiable fear of retaliation and permanent damage to their careers at
28 subsequent employment.

1 29. The prosecution of separate actions by the individual Class Members, even if
2 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
3 to individual Class Members against the Company and which would establish potentially
4 incompatible standards of conduct for the Company, and/or (b) adjudications with respect to
5 individual Class Members which would, as a practical matter, be dispositive of the interest of the
6 other Class Members not parties to the adjudications or which would substantially impair or
7 impede the ability of the Class Members to protect their interests. Further, the claims of the
8 individual members of the Class are not sufficiently large to warrant vigorous individual
9 prosecution considering all of the concomitant costs and expenses.

10 30. Such a pattern, practice and uniform administration of corporate policy regarding
11 illegal employee compensation described herein is unlawful and creates an entitlement to
12 recovery by Plaintiffs and the Class identified herein, in a civil action, any and all applicable
13 penalties and/or damages, reasonable attorneys' fees, interest, and costs of suit according to the
14 mandate of California Labor Code sections 218.5, 226, and 1194, the applicable IWC Wage
15 Orders, and Code of Civil Procedure section 1021.5.

16 31. Proof of a common business practice or factual pattern, which the named Plaintiffs
17 experienced and are representative of, will establish the right of each of the members of the Class
18 to recovery on the causes of action alleged herein.

19 32. The Class is commonly entitled to a specific fund with respect to the compensation
20 illegally and unfairly retained by the Company. The Class is commonly entitled to restitution of
21 those funds being improperly withheld by the Company. This action is brought for the benefit of
22 the entire class and will result in the creation of a common fund.

23 **PAGA REPRESENTATIVE ALLEGATIONS**

24 33. At all times mentioned, PAGA provides that any provision of law under the Labor
25 Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
26 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the
27 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by
28 aggrieved employees in a civil action brought on behalf of themselves and other current or former

employees pursuant to procedures outlined in California Labor Code section 2699.3.

34. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.” This is a law enforcement action under PAGA to recover civil penalties and any other available relief on behalf Plaintiffs, the State of California, and all current and former non-exempt employees who worked for Defendant in California at any time from and including May 10, 2018 through June 8, 2024 and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable IWC Wage Order were committed, as set forth in this complaint (“Aggrieved Employees”).

35. Plaintiffs and other current and former employees of Defendants are “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all current and former non-exempt employees who worked for Defendant in California at any time from and including May 10, 2018 through June 8, 2024 and one or more of the alleged violations were committed against them.

36. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation (“LWDA Notice”) within sixty (60) calendar days of the

1 postmark date of the aggrieved employee's notice. Upon receipt of the
2 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
3 calendar days of the postmark date of the aggrieved employee's notice, the
4 aggrieved employee may commence a civil action pursuant to California
5 Labor Code section 2699 to recover civil penalties.

6 37. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
7 through Plaintiffs, may pursue a civil action arising under PAGA for violations of any provision
8 other than those listed in Section 2699.5 after the following requirements have been met:

- 9 (a) The aggrieved employee or representative shall give (a) written notice by
10 online filing with the LWDA and by certified mail to the employer of the
11 specific provisions of the California Labor Code alleged to have been
12 violated (other than those listed in Section 2699.5), including the facts and
13 theories to support the alleged violation.
- 14 (b) An aggrieved employee's notice filed with the LWDA pursuant to
15 2699.3(c) and any employer response to that notice shall be accompanied
16 by a filing fee of seventy-five dollars (\$75).
- 17 (c) The employer may cure the alleged violation within thirty-three (33)
18 calendar days of the postmark date of the notice sent by the aggrieved
19 employee or representative. The employer shall give written notice within
20 that period of time by certified mail to the aggrieved employee or
21 representative and by online filing with the LWDA if the alleged violation
22 is cured, including a description of actions taken, and no civil action
23 pursuant to Section 2699 may commence. If the alleged violation is not
24 cured within the 33-day period, the aggrieved employee may commence a
25 civil action pursuant to Section 2699.

26 38. On or about August 22, 2019, Plaintiff Gines provided written notice by online
27 filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the
28 California Labor Code alleged to have been violated, including facts and theories to support the

1 alleged violations, accompanied by the applicable filing fee of seventy-five dollars (\$75). A true
2 and correct copy of Plaintiff Gines' written notice to the LWDA and Defendants dated August 22,
3 2019, is attached as Exhibit 1. On or about June 22, 2021, Plaintiff Rios similarly provided
4 written notice to the LWDA of Defendants. A true and correct copy of Plaintiff Rios' written
5 notice to the LWDA and Defendants dated June 22, 2021, is attached as Exhibit 2. On December
6 23, 2021, Plaintiff Roldan likewise provided notice and then on April 21, 2022, her supplemental
7 written notice to the LWDA and Defendants. A true and correct copy of Plaintiff Roldan's
8 supplemental written notice to the LWDA and Defendants dated April 21, 2022, is attached as
9 Exhibit 3.

10 39. As of the filing of this complaint, 65 days have passed since Plaintiffs sent the
11 LWDA Notices described above to the LWDA, and the LWDA has not responded that it intends
12 to investigate Plaintiffs' claims and Defendants have not cured the violations.

13 40. Thus, Plaintiffs have satisfied the administrative prerequisites under California
14 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants, in
15 addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204,
16 223, 225.5, 226(a), 226.7, 233, 246, 248.1, 248.2, 248.5, 432.5, 510, 512, 558, 1174, 1182.12,
17 1194, 1197, 1197.1, 1198, 2800, 2801, 2802 and 2810.5 and IWC Wage Orders, including but not
18 limited to Nos. 3-2001 and 5-2001.

19 41. Defendants, at all times relevant to this FAC, were employers or persons acting on
20 behalf of an employer(s) who violated Plaintiffs' and Aggrieved Employees' rights by violating
21 various sections of the California Labor Code as set forth in this Complaint.

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

25 43. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
26 2699.3(a), 2699.3(c), and 2699.5, Plaintiffs, acting in the public interest as a private attorney
27 general, seeks assessment and collection of civil penalties for themselves, all Aggrieved
28 Employees, and the State of California against Defendants, in addition to other remedies, for

1 violations of California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226(a), 226.7, 233,
2 246, 248.1, 248.2, 248.5, 432.5, 510, 512, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2800,
3 2801, 2802 and 2810.5, and IWC Wage Orders, including but not limited to Nos. 3-2001 and 5-
4 2001.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS, MAINTAIN**
7 **ACCURATE AND COMPLETE PAYROLL RECORDS AND MAINTAIN ACCURATE**
8 **AND COMPLETE TIMEKEEPING RECORDS**

9 **VIOLATIONS OF LABOR CODE SECTIONS 226(a), 1174(d), 1198, AND CALIFORNIA**
10 **CODE OF REGULATIONS TITLE 8, SECTIONS 11050 AND 11030, SUBD. 7**

11 **(AGAINST ALL DEFENDANTS)**

12 44. Plaintiffs reallege and incorporate by reference the preceding paragraphs as though
13 fully set for herein.

14 45. The Company failed in its affirmative obligation to provide accurate itemized
15 wage statements in violation of Labor Code section 226(a). Plaintiffs were not provided accurate
16 itemized wage statements required by Labor Code section 226(a). Specifically, the Company
17 violated Labor Code section 226(a)(2) by failing to list accurate total hours worked. For example,
18 for Gines' wage statement with the pay period beginning on July 14, 2019 and ending on July 27,
19 2019 with an Advice Date of August 2, 2019, when all of the hours listed on the pay statement are
20 added together, they total a number of hours worked that was in excess of the total hours actually
21 worked. In other words, these hours do not appear to be the accurate total hours worked in the pay
22 period in violation of Labor Code section 226(a)(2). Defendants also violated Labor Code section
23 226(a) as to Plaintiffs and Class Members by not accurately reflecting gross and net wages and
24 hourly rates as a result of Defendants' regular rate violations alleged herein with respect to
25 overtime and sick pay wages. The wage statements provided to Plaintiffs and the Class failed to
26 provide the accurate, requisite information.

27 46. Furthermore, because Defendants have not calculated the regular rate of pay
28 correctly for purposes of paying overtime, sick pay, and/or premium wages, Defendants have not

1 listed the correct amount of gross wages and net wages earned by Plaintiffs and Class Members in
2 violation of Sections 226(a)(1) and (5).

3 47. Defendants have knowingly and intentionally failed to properly itemize the
4 regular, overtime, shift differential, and on-call rates in effect during each pay period and the
5 corresponding number of hours worked, making it impossible to determine the correct pay rate
6 promptly and easily with the corresponding hours and pay. Plaintiffs' and Class Members' wage
7 statements incorrectly show the regular rate, overtime rate, shift differential, on-call rate and/or
8 other applicable rate and incorrectly show regular rate, overtime rate, shift differential, on-call
9 hours and/or other applicable hours at a different number of hours than worked by the employee
10 during the pay period. Thus, if the employee were to add together the hours listed in the line items
11 for regular, overtime, shift differential, and on-call hours, the total is incorrect because it is
12 different than the total number of hours actually worked by the employee during the pay period.
13 As such, Defendants' wage statements have not complied with California Labor Code section
14 226(a)(9) which requires an itemized statement to show "all applicable hourly rates in effect
15 during the pay period and the corresponding number of hours worked at each hourly rate by the
16 employee." The coding on Defendants' wage statements cannot be said to have clearly engaged
17 Plaintiffs' and Class Members' use of simple math to understand the rates of pay and total hours
18 worked itemized on the wage statements. Defendants' wage statements here have confused and
19 misled Plaintiffs and Class Members as to what the rates of pay and total hours worked are, a
20 confusion that is compounded by the fact that Defendants do not itemize the total hours worked
21 on the wage statements (and if Defendants have provided a "total hours worked" category the
22 number is incorrect).

23 48. Furthermore, because Defendants have failed to pay all meal period and rest period
24 premiums to Plaintiffs and Class Members, especially at the correct rate regular rate of pay,
25 Defendants have not listed the correct amount of gross wages and net wages earned by Plaintiffs
26 and Class Members in violation of Sections 226(a)(1) and (5).

27 49. In addition, Defendants have failed to itemize the amount of paid sick leave/paid
28 time off that Plaintiffs and Class Members have available every pay period.

1 50. Because Defendants have failed to provide, among other things, the accurate
2 number of total hours worked, gross wages earned, net wages earned, and the applicable hourly
3 rates in effect during the pay period and the corresponding number of hours worked on wage
4 statements, Plaintiffs and Class Members have been prevented from verifying, solely from
5 information on the wage statements themselves, that they were paid correctly and in full, and
6 were given confusing and/or incomplete information about their employer. Instead, Plaintiffs and
7 Class Members have had to look to sources outside of the wage statements themselves and
8 reconstruct time records to determine whether in fact they were paid correctly and the extent of
9 underpayment, thereby causing them injury.

10 51. California Labor Code section 1174(d) provides that “[e]very person employing
11 labor in this state shall ... [k]eep a record showing the names and addresses of all employees
12 employed and the ages of all minors” and “[keep, at a central location in the state or at the plants
13 or establishments at which employees are employed, payroll records showing the hours worked
14 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
15 piece rate paid to, employees employed at the respective plants or establishments...” During the
16 relevant time period, and in violation of California Labor Code section 1174(d), Defendants failed
17 to maintain accurate payroll records for Plaintiffs and Class Members showing the accurate daily
18 hours worked and the wages paid as well as failing to correctly list the gross wages and net wages
19 earned by them.

20 52. At all relevant times, California Labor Code section 1198 provides that the
21 maximum hours of work and the standard conditions of labor shall be those fixed by the Labor
22 Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides
23 that “[t]he employment of any employees for longer hours than those fixed by the order or under
24 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage
25 Order, employers are required to keep accurate time records showing when the employee begins
26 and ends each work period and meal period.

27 53. During the relevant time period, Defendants failed, on a company-wide basis, to
28 keep accurate records of hours worked for Plaintiffs and Class Members, in violation of Section

1 1198 and the applicable IWC Wage Order.

2 54. Such a pattern, practice and uniform administration of corporate policy as
3 described herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class
4 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code section
5 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of
6 California Labor Code section 226.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PROVIDE SICK PAY**

9 **VIOLATIONS OF LABOR CODE SECTIONS 233, 246, 248.1, 248.2, AND 248.5**

10 **(AGAINST ALL DEFENDANTS)**

11 55. Plaintiffs reallege and incorporate by reference the preceding paragraphs as though
12 fully set for herein.

13 56. At all relevant times, under California Labor Code sections 233 and 246,
14 employers in California must provide employees with paid sick leave at a specified rate of pay
15 which must factor in additional earnings during a given pay period where such leave is used. An
16 employer must calculate paid sick leave by using one of two calculations: (i) Paid sick time for
17 nonexempt employees shall be calculated in the same manner as the regular rate of pay for the
18 workweek in which the employee uses paid sick time, whether or not the employee actually
19 works overtime in that workweek, or (ii) Paid sick time for nonexempt employees shall be
20 calculated by dividing the employee's total wages, not including overtime premium pay, by the
21 employee's total hours worked in the full pay periods of the prior 90 days of employment.

22 57. Under California Labor Code sections 248.1 and 248.2, employers much provide
23 employees with supplemental sick leave at a specified rate of pay which must factor in additional
24 earnings during a given pay period where such leave is used.

25 58. During the relevant time period, Plaintiffs and Class Members have earned
26 additional nondiscretionary compensation, such as, by way of example, shift differentials or
27 incentive pay. Upon information and belief, Defendants have failed to provide Plaintiffs and
28 Class Members with the appropriate rate of pay when paying sick pay as required under

1 California Labor Code sections 233, 246, 248.1, and 248.2. In other words, upon information and
2 belief, Defendants have failed to factor in nondiscretionary compensation and have therefore
3 failed to provide the appropriate rate of pay when paying sick pay as required by California Labor
4 Code sections 233, 246, 248.1, and 248.2.

5 59. Furthermore, Defendants have also failed to provide Plaintiffs and other Class
6 Members with written notice that sets forth the amount of paid sick leave available and/or
7 supplemental sick leave, or paid time off/leave that Defendants provide in lieu of sick leave, for
8 use on either Plaintiffs' or Class Members' itemized wage statements or in separate writings
9 provided on the designated pay dates with the employees' payments of wages. Also, supplemental
10 paid sick leave has not been set forth separately from paid sick days.

11 60. As a result of Defendants' violations of California Labor Code sections 233, 246,
12 248.1, 248.2, and 248.5, Plaintiffs and Class Members are entitled to recover damages, civil
13 penalties, attorneys' fees and costs, and interest, pursuant to California Labor Code section 248.5.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME WAGES**

16 **VIOLATION OF LABOR CODE SECTIONS 510, 558, 1194, 1197.1, AND 1198**

17 **(AGAINST ALL DEFENDANTS)**

18 61. Plaintiffs reallege and incorporate by reference the preceding paragraphs as though
19 fully set for herein.

20 62. This cause of action is brought pursuant to Labor Code sections 510 and 1194,
21 which require an employer to pay employees overtime at a rate of one and one-half the
22 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours in
23 a workweek. Furthermore, California Labor Code section 510 codifies the right to overtime
24 compensation at twice the employee's regular rate of pay for hours worked in excess of twelve
25 hours in a day or in excess of eight hours in a day on the seventh day of work.

26 63. During their employment with Defendants, including during pay periods wherein
27 Plaintiffs and the Class worked overtime, Plaintiffs and the Class also earned non-discretionary
28 remunerations, such as non-discretionary bonuses, shift differentials, and incentive pay.

1 Defendants, as a corporate-wide practice and policy, did not calculate and/or factor such
2 remuneration into the regular rate of pay for purposes of calculating revised and increased
3 overtime pay, and as such, owe Plaintiffs and the Class additional overtime pay.

4 64. At all relevant times, Defendants failed to pay all overtime wages owed to
5 Plaintiffs and Class Members as they were not paid overtime premiums for all of the hours they
6 worked in excess of eight (or twelve) hours in a day, in excess of forty hours in a week, and/or for
7 the seventh consecutive day of work (or in excess of eight hours on the seventh consecutive day
8 of work), sometimes because all hours that they worked were not recorded, and other times
9 because they were simply not paid for all hours that were recorded and/or worked. Plaintiffs and
10 Class Members have been subject to Defendants' control during pre-shift times, as well as during
11 unpaid meal periods, when working overtime-eligible shifts, resulting in underpaid overtime
12 compensation. Not all recorded work hours were paid because of inaccurate timekeeping policies
13 and practices. As a result, the hours Plaintiffs and Class Members worked may not have been
14 properly recorded and/or paid, and therefore, Plaintiffs and other Class Members may not have
15 been properly compensated for all hours that were recorded and/or worked.

16 65. At all relevant times, when Plaintiffs and Class Members have worked a shift and
17 then on-call on the same day, and those hours worked have exceeded eight hours worked
18 combined, Defendants failed to pay Plaintiffs and other Class Members at an overtime rate of pay
19 for all hours worked in excess of eight or twelve hours in a day. Defendants have also failed to
20 compensate Plaintiffs and Class Members at the appropriate overtime rate for on-call hours
21 worked in excess of forty hours in a given workweek. In other words, Defendants have not
22 compensated Plaintiffs and Class Members for on-call hours at the appropriate overtime rate
23 when Plaintiffs' and other Class Members' cumulative hours worked (i.e., regular, shift
24 differential, and/or on-call hours worked combined) have exceeded eight or twelve hours in a day
25 or forty hours in a workweek.

26 66. At all relevant times, Defendants did not pay Plaintiffs and Class Members the
27 correct overtime rate for the recorded overtime hours that they generated. Defendants' regular
28 rate of pay for calculating overtime wages has not included all required remunerations or the

1 correct calculation. For example, during times when Plaintiffs and Class Members have worked
2 overtime or on-call or shift differentials or received a bonus, Defendants have not paid all
3 overtime wages because Defendants have paid a lower overtime rate than required by California
4 law.

5 67. At all relevant times Defendants knew or should have known that, as a result of
6 their policies, practices and/or procedures, Plaintiffs and Class Members were at times
7 performing their assigned duties off-the-clock (and/or unrecorded), were subject to control of
8 Defendants, and/or were suffered or permitted to perform work for which they were not paid.
9 Defendants also knew, or should have known, that they did not compensate Plaintiffs and Class
10 Members for off-the-clock work or all hours worked. Because Plaintiffs and Class Members
11 sometimes worked shifts longer than eight or twelve hours a day, more than forty hours a week,
12 and/or seven consecutive days (or in excess of eight hours on the seventh consecutive day), some
13 of the unrecorded work qualified for overtime premium pay. At other times, Defendants simply
14 did not pay for all the hours that were recorded. Therefore, Plaintiffs and Class Members were not
15 paid overtime wages for all of the overtime hours they actually worked. Defendants' failure to
16 pay Plaintiffs and Class Members the balance of overtime compensation, as required by
17 California law, violates the California Labor Code and the applicable Wage Order.

18 68. Defendants knew or should have known that, as a result of their policies and/or
19 practices, Plaintiffs and Class Members were performing work for which Plaintiffs and Class
20 Members were not paid. Defendants also knew or should have known that they did not
21 compensate Plaintiffs and Class Members for all hours worked. Because Plaintiffs and Class
22 Members sometimes worked shifts of eight hours a day or more and forty hours a week or more,
23 some of this work performed before shifts qualified for overtime premium pay. Therefore,
24 Plaintiffs and Class Members were not paid overtime wages for all of the overtime hours they
25 actually worked.

26 69. Based upon information and belief, to the extent Plaintiffs and Class Members
27 were not paid overtime because of an alternative workweek schedule, Defendants have failed to
28 comply with the procedures and implementation of any alternative workweek schedule as set

1 forth in the applicable Wage Orders.

2 70. Such a pattern, practice and uniform administration of corporate policy regarding
3 illegal employee compensation as described herein is unlawful and creates an entitlement to
4 recovery by Plaintiffs and the Class in a civil action, for the unpaid balance of the full amount of
5 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to
6 the mandate of California Labor Code sections 510, 558, 1194 and 1197.1.

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PAY MINIMUM WAGES**

9 **VIOLATIONS OF LABOR CODE SECTIONS 1182.12, 1194, 1197, 1197.1, AND 1198**
10 **(AGAINST ALL DEFENDANTS)**

11 71. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
12 though fully set forth herein.

13 72. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the
14 applicable Wage Order require employers to pay employees the minimum wage fixed by the
15 IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work
16 time is defined by the applicable Wage Order as the time during which an employee is subject to
17 the control of an employer, and includes all the time the employee is suffered or permitted to
18 work, whether or not required to do so.

19 73. During all relevant times, Defendants have not paid for all the time Plaintiffs and
20 Class Members have worked throughout the day including all time in the workday when the
21 employees have performed work tasks subject to the control of Defendants. Plaintiffs and Class
22 Members have been subjected to Defendants' control pre-shift, post-shift, and throughout the
23 workday. For example, Defendants have forced Plaintiffs and Class Members to undergo
24 COVID-19 screening when reporting to work before entering the hospital and before clocking in.
25 Defendants have required Plaintiffs and Class Members to download a cell phone application on
26 their personal phones. Using the cell phone application, and on every shift before entering the
27 hospital and before clocking in, Defendants have tasked Plaintiffs and Class Members to answer a
28 series of survey questions related to COVID-19. Defendants have forced Plaintiffs and Class

1 Members to wait in a line for several minutes in order to enter the hospital and to confirm with a
2 security guard that they answered the survey. In addition, Defendants have forced Plaintiffs and
3 the other Class Members to carry a communication device which must be on and responded to
4 throughout the workday, including during unpaid meal periods.

5 74. To the extent that the off-the-clock work and/or unpaid hour have not qualified for
6 overtime premium payment, Defendants have not paid at least minimum wages for those hours
7 worked off-the-clock or that were recorded but not paid in violation of Labor Code sections
8 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable Wage Order.

9 75. Defendants' failure to pay Plaintiffs and Class Members minimum wages violates
10 California Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198. Plaintiffs and Class
11 Members are entitled to recover from Defendants unpaid wages, civil penalties, attorneys' fees,
12 costs, and interest, pursuant to Labor Code sections 218.5, 1194, 1194.2, and 1197.1.

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE AND PROPERLY RECORD MEAL PERIODS**

15 **VIOLATIONS OF LABOR CODE SECTIONS 226.7, 512, AND 1198**

16 **(AGAINST ALL DEFENDANTS)**

17 76. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
18 though fully set forth herein.

19 77. At all relevant times, Defendants failed in their affirmative obligation to ensure
20 that Plaintiff, and other Class Members, had the opportunity to take and were provided with off-
21 duty meal periods in accordance with the mandates of the California Labor Code and the
22 applicable IWC Wage Order. Plaintiffs and Class Members were suffered and permitted to work
23 through legally required meal breaks and were denied the opportunity to take their full 30-minute
24 off-duty meal breaks. Defendants have not provided Plaintiffs and Class Members an opportunity
25 to take first or second meal periods and, further, took no efforts to relieve them of all of their
26 duties such that Plaintiffs and Class Members could take compliant meal periods. As a result,
27 Plaintiffs and Class Members have frequently not been permitted to take timely compliant meal
28 periods. Also, for the same reason, Defendants have not authorized and permitted Plaintiffs and

1 Class Members who worked in excess of ten hours but not longer than twelve hours and who did
2 not waive their legally-mandated meal periods by mutual consent to take a second uninterrupted
3 meal period of not less than thirty minutes. On information and belief, Defendants have failed to
4 provide meal periods and as a matter of policy and practice, Defendants have not provided
5 Plaintiffs and Class Members with full thirty-minute meal periods for each day worked where
6 they are free from Defendants' required duties and control. Defendants have subjected Plaintiffs
7 and Class Members to control and demanding duties throughout their workday, even during times
8 which should constitute uninterrupted duty-free meal periods. Defendants have encouraged and
9 required Plaintiffs and Class Members to stay working and to respond to company
10 communications and/or remain under employer control. Furthermore, Plaintiffs and the Class
11 Members have also not been provided timely meal periods. For instance, all the time Plaintiffs
12 and Class Members have worked off-the-clock pre-shift has not been accounted for and has
13 resulted in meal periods being provided, if at all, after the end of the fifth hour of work. As such,
14 Defendants are responsible for paying premium compensation for missed meal periods pursuant
15 to Labor Code sections 226.7 and 512 and the applicable IWC Wage Order. Specifically, Labor
16 Code section 226.7(c) provides that "the employer shall pay the employee one additional hour of
17 pay at the employee's regular rate of compensation for each workday the meal or rest or recovery
18 period is not provided." Defendants, as a matter of corporate policy and procedure, regularly
19 failed to pay the meal period premium at the correct rate of pay. Plaintiffs and Class Members
20 earned non-discretionary incentive pay, including without limitation, shift premiums and/or shift
21 differentials, which was not factored into the regular rate of pay for purposes of paying meal
22 period premium pay. Instead, during pay periods in which Plaintiffs and Class Members earned
23 non-discretionary remuneration, Defendants improperly paid the meal premium pay at the base
24 rate of pay.

25 78. Plaintiffs are informed and believe and based thereon allege that Defendants
26 willfully failed to include all remuneration, including non-discretionary remuneration, in the
27 regular rate of pay for purposes of calculating meal period premium pay, as required by Labor
28 Code sections 226.7 and 512, and the applicable IWC Wage Order. Plaintiffs further allege that

1 Plaintiffs and similarly situated employees are owed wages for the meal period violations set
2 forth above.

3 79. Plaintiffs are informed and believe, and based thereon allege, that Defendants'
4 willful failure to provide all meal period premium pay and/or wages due and owing them upon
5 separation from employment results in a continued payment of wages up to thirty (30) days from
6 the time the wages were due. Therefore, Plaintiffs and other members of the Class who have
7 separated from employment are entitled to compensation pursuant to Labor Code section 203.

8 80. Such a pattern, practice and uniform administration of corporate policy as
9 described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and Class
10 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium
11 compensation pursuant to Labor Code sections 226.7 and 512, and the applicable IWC Wage
12 Order, including interest thereon, penalties, and costs of suit.

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE REST PERIODS**

15 **VIOLATIONS OF LABOR CODE SECTIONS 226.7 AND 1198**

16 **(AGAINST ALL DEFENDANTS)**

17 81. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
18 though fully set forth herein.

19 82. At all relevant times, Defendants failed in their affirmative obligation to ensure
20 that Plaintiffs, and other Class Members, were authorized and permitted to take rest periods in
21 accordance with the mandates of the California Labor Code and the applicable IWC Wage Order.
22 Plaintiffs and Class Members were suffered and permitted to work through legally required rest
23 breaks and were denied the opportunity to take their full 10-minute off-duty rest breaks for every
24 3.5 hours worked. Defendants have subjected Plaintiffs and Class Members to control and
25 demanding duties throughout their workday, even during times which should constitute
26 uninterrupted duty-free rest periods. Defendants have encouraged and required employees to stay
27 working and to respond to company communications and/or remain under employer control.
28 Furthermore, Plaintiffs and Class Members have also not been provided timely rest periods. For

1 instance, all the time Plaintiffs and Class Members have worked off-the-clock pre-shift has not
2 been accounted for and has resulted in rest periods being provided, if at all, later than every four
3 (4) hours or major fraction thereof of work. As such, Defendants are responsible for paying
4 premium compensation for missed rest periods pursuant to Labor Code section 226.7 the
5 applicable IWC Wage Order. Specifically, Labor Code section 226.7(c) provides that “the
6 employer shall pay the employee one additional hour of pay at the employee’s regular rate of
7 compensation for each workday the meal or rest or recovery period is not provided.” Defendants,
8 as a matter of corporate policy and procedure, regularly failed to pay the rest period premium at
9 the correct rate of pay. Plaintiffs and Class Members earned non-discretionary incentive pay,
10 including without limitation, shift premiums and/or shift differentials, which was not factored into
11 the regular rate of pay for purposes of paying rest period premium pay. Instead, during pay
12 periods in which Plaintiffs and Class Members earned non-discretionary remuneration,
13 Defendants improperly paid the rest premium pay at the base rate of pay.

14 83. Plaintiffs are informed and believe and based thereon allege that Defendants
15 willfully failed to include all remuneration, including non-discretionary remuneration, in the
16 regular rate of pay for purposes of calculating rest period premium pay, as required by Labor
17 Code section 226.7, and the applicable IWC Wage Order. Plaintiffs further allege that Plaintiffs
18 and similarly situated employees are owed wages for the rest period violations set forth above.

19 84. Plaintiffs are informed and believe, and based thereon allege, that Defendants’
20 willful failure to provide all rest period premium pay and/or wages due and owing them upon
21 separation from employment results in a continued payment of wages up to thirty (30) days from
22 the time the wages were due. Therefore, Plaintiffs and other members of the Class who have
23 separated from employment are entitled to compensation pursuant to Labor Code section 203.

24 85. Such a pattern, practice and uniform administration of corporate policy as
25 described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and Class
26 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium
27 compensation pursuant to Labor Code sections 226.7 and 512, and the applicable IWC Wage
28 Order, including interest thereon, penalties, and costs of suit.

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

VIOLATIONS OF LABOR CODE SECTION 204

(AGAINST ALL DEFENDANTS)

86. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

87. At all relevant times, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and the fifteenth days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and the twenty-sixth day of the month during which the labor was performed.

88. At all relevant times, California Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first and the tenth day of the following month.

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

90. At all relevant times, Defendants failed to pay Plaintiffs and Class Members all wages due including, but not limited to, overtime wages, minimum wages, reporting time wages, sick pay, and/or meal period and rest period premium wages within the time periods specified by California Labor Code section 204.

91. Pursuant to Labor Code section 210, at all relevant times, every person who fails to pay the wages of each employee as provided in Labor Code section 204, shall be subject to a penalty.

1 92. Plaintiffs and Class Members are therefore entitled to recover civil penalties,
2 attorneys' fees, costs, and interest.

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES UPON TERMINATION**

5 **VIOLATIONS OF LABOR CODE SECTIONS 201, 202, AND 203**

6 **(AGAINST ALL DEFENDANTS)**

7 93. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
8 though fully set forth herein.

9 94. At all relevant times, California Labor Code sections 201 and 202 provide that if
10 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
11 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
12 his or her wages shall become due and payable not later than seventy-two hours thereafter, unless
13 the employee has given seventy-two hours previous notice of his or her intention to quit, in which
14 case the employee is entitled to his or her wages at the time of quitting.

15 95. During the relevant time period, on information and belief, Defendants have failed
16 to pay Plaintiffs and Class Members who are no longer employed by Defendants all their earned
17 wages at the time of discharge or within seventy-two hours of their leaving Defendants' employ,
18 including but not limited to, overtime wages, minimum wages, reporting time wages, sick pay,
19 and/or meal period and rest period premium wages, in violation of California Labor Code sections
20 201 and 202.

21 96. Defendants' failure to pay Plaintiffs and those Class Members who are no longer
22 employed by Defendants their wages earned and unpaid at the time of discharge, or within
23 seventy-two hours of their leaving Defendants' employ, violates California Labor Code sections
24 201 and 202.

25 97. Plaintiffs and Class Members are therefore entitled to waiting time penalties,
26 attorneys' fees, costs, and interest pursuant to California Labor Code sections 201, 202, and 203.

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PAY REPORTING TIME WAGES**

3 **VIOLATIONS OF LABOR CODE SECTIONS 1194, 1197, AND 1198**

4 **(AGAINST ALL DEFENDANTS)**

5 98. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
6 though fully set forth herein.

7 99. At all relevant times, California Labor Code section 1197 makes it unlawful to pay
8 an employee less than the minimum wage as established by the Industrial Welfare Commission.

9 100. At all relevant times, California Labor Code section 1198 provides that the
10 maximum hours of work and the standard conditions of labor fixed by the commission shall be
11 the maximum hours of work and the standard conditions of labor by the commission shall be the
12 maximum hours of work and the standard conditions of labor for employees. The employment of
13 any employee for longer hours than those fixed by the order or under conditions of labor
14 prohibited by the order is unlawful.

15 101. At all relevant times, the applicable reporting time wages are fixed by the IWC
16 in Wage Order Nos. 3-2001 and 5-2001. In relevant part, the applicable wage orders provides:
17 (A) Each workday an employee is required to report for work and does report, but is not put to
18 work or is furnished less than half said employee's usual or scheduled day's work, the employee
19 shall be paid for half the usual or scheduled day's work, but in no event for less than two (2)
20 hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less
21 than the minimum wage.

22 102. Defendants have failed to pay reporting time wages. In particular, Plaintiffs and
23 the Class Members have been forced to report to work and have been furnished with less than half
24 their usual or scheduled day's work.

25 103. On numerous occasions, Plaintiffs and Class Members have reported to work at
26 Defendants' direction, and then have been sent home without the legal compensation at their
27 regular rate of pay (or even at the minimum wage).

28 104. By failure to pay hourly wages for reporting time, Defendants have willfully
29

1 violated California Labor Code sections 1194, 1197, 1198, and IWC Wage Order Nos. 3-2001
2 and 5-2001.

3 105. Plaintiffs and Class Members are therefore entitled to recover unpaid wages, civil
4 penalties, attorneys' fees, costs, and interest.

5 **TENTH CAUSE OF ACTION**

6 **SECRET UNDERPAYMENT OF WAGES**

7 **VIOLATIONS OF LABOR CODE SECTION 223**

8 **(AGAINST ALL DEFENDANTS)**

9 106. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
10 though fully set forth herein.

11 107. At all relevant times, California Labor Code section 223 makes it unlawful for an
12 employer to secretly pay wages lower than required by statute or contract while purporting to pay
13 legal wages.

14 108. Defendants' policies and practices resulted in the payment of less than statutorily
15 required wages to Plaintiffs and Class Members. Defendants acted with the intent to deprive
16 Plaintiffs and Class Members of statutory wages, including, but not limited to, overtime wages,
17 on-call wages and minimum wages, reporting time wages, sick pay, and meal period and rest
18 period premium wages, to which they were entitled to under California law.

19 109. Defendants' conduct violates California Labor Code section 223. Plaintiffs and
20 Class Members are therefore entitled to recover underpaid wages and/or penalties, attorneys' fees,
21 costs, and interest, pursuant to California Labor Code section 225.5.

22 **ELEVENTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

24 **VIOLATIONS OF LABOR CODE SECTIONS 2800 AND 2802**

25 **(AGAINST ALL DEFENDANTS)**

26 110. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
27 though fully set forth herein.

28 111. At all relevant times, California Labor Code sections 2800, 2801, and 2802

1 provide that an employer must reimburse employees for all necessary expenditures and/or losses
2 incurred by them in the scope of their employment.

3 112. At all relevant times, California Labor Code section 2802 requires employers to
4 pay for all necessary expenditures and losses incurred by the employee in the performance of
5 their job. The purpose of California Labor Code section 2802 is to prevent employers from
6 passing off their cost of doing business and operating expenses on to their employees. *Cochran v.*
7 *Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). Under IWC Wage Order Nos. 3
8 and 5 when tools or equipment are required by the employer or are necessary to the performance
9 of a job, such tools and equipment shall be provided and maintained by the employer, except that
10 an employee whose wages are at least two (2) times the minimum wage provided herein may be
11 required to provide and maintain hand tools and equipment customarily required by the trade or
12 craft.

13 113. During the relevant time period, Defendants have required Plaintiffs and Class
14 Members to use their own personal cell phones and data plans as a necessity to performing their
15 jobs and meeting Defendants' objective of limiting exposure to, and contamination of, COVID-19
16 at their premises. Despite this, Defendants have not provided Plaintiffs and Class Members
17 reimbursement for the use of cell phones and data plans even though personal cell phones and
18 data plans are not customarily required by the trade or craft of working for a hospital.

19 114. During the relevant time period, Plaintiffs and Class Members have incurred
20 reasonable and necessary business-related expenses and costs that Defendants have not fully
21 reimbursed, including but not limited to payments for cell phones and cell phone data plans.
22 Specifically, Defendants have forced Plaintiffs and Class Members to undergo COVID-19
23 screening before entering the hospital buildings. Defendants have required Plaintiffs and Class
24 Members to download a web application on their phones. Using the cell phone application, and
25 before entering the hospital and being able to clock-in, Defendants have tasked Plaintiffs and
26 Class Members to answer a series of survey questions related to COVID-19, which Plaintiffs and
27 Class Members have done.

28 115. Defendants' policy, practice, and/or procedure of passing their operating costs on
31

1 to Plaintiffs and Class Members by requiring them to incur business-related costs, including but
2 not limited to, in connection with their use of personal cell phones and cell phone data plans to
3 perform their job duties, without full reimbursement, is in violation of California Labor Code
4 sections 2800 and 2802.

5 116. Plaintiffs and Class Members are entitled to recover the full amount of their
6 unreimbursed expenses, interest, and reasonable attorneys' fees and costs of suit.

7 **TWELFTH CAUSE OF ACTION**

8 **VIOLATIONS OF LABOR CODE SECTION 2698, ET SEQ.**

9 **(AGAINST ALL DEFENDANTS)**

10 117. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as
11 though fully set forth herein.

12 118. California Labor Code sections 2698, et seq. permit Plaintiffs to recover various
13 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
14 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
15 233, 432.5, 510, 512, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2801, and 2802.
16 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiffs, to recover civil
17 penalties for violations of those Labor Code sections not found in Section 2699.5, including
18 Sections 225.5, 246, 248.1, 248.2, 248.5, and 2810.5. Defendants' conduct, as alleged, violates
19 numerous sections of the California Labor Code, including, but not limited to, the following:

- 20 (a) Violations of Labor Code sections 510 and 1198, and the applicable IWC
21 Wage Order for Defendants' failure to compensate Plaintiffs and
22 Aggrieved Employees with all required overtime or double-time pay and at
23 the correct rate of pay;
- 24 (b) Violations of Labor Code sections 223, 1182.12, 1194, 1197, and 1197.1,
25 1198 and the applicable IWC Wage Order for Defendants' failure to
26 compensate Plaintiffs and Aggrieved Employees with at least minimum
27 wages for all hours worked;
- 28 (c) Violations of Labor Code sections 226.7, 512(a), and 1198, and the

1 applicable IWC Wage Order for Defendants' failure to provide Plaintiffs
2 and Aggrieved Employees with compliant meal periods and/or pay meal
3 period premiums and/or pay meal period premiums at the correct rate of
4 pay;

5 (d) Violations of Labor Code sections 226.7 and 1198, and the applicable IWC
6 Wage Order for Defendants' failure to provide Plaintiffs and Aggrieved
7 Employees with compliant rest periods and/or pay rest period premiums
8 and/or pay rest period premiums at the correct rate of pay;

9 (e) Violations of Labor Code sections 233, 246, 248.1, 248.5, and the
10 applicable IWC Wage Order for Defendants' failure to provide Plaintiffs
11 and Aggrieved Employees with sick pay at the correct rate of pay and/or a
12 notice in writing of accrued/available paid sick leave;

13 (f) Violations of Labor Code sections 226(a) and 1198 and the applicable
14 IWC Wage Order for failure to provide accurate and complete wage
15 statements to Plaintiffs and Aggrieved Employees;

16 (g) Violations of Labor Code sections 1174(d) and 1198, and the applicable
17 IWC Wage Order for failure to maintain accurate payroll records;

18 (h) Violations of Labor Code section 1198 and the applicable IWC Wage
19 Order for failure to maintain accurate time records;

20 (i) Violations of Labor Code section 204 for failure to timely pay all wages
21 during employment;

22 (j) Violations of Labor Code sections 201, 202, and 203, for failure to timely
23 pay all earned wages upon termination;

24 (k) Violations of Labor Code section 1198 and the applicable IWC Wage
25 Order for failure to provide reporting time pay;

26 (l) Violations of Labor Code sections 1198 and 2810.5(a)(1)(A)-(C) for failure
27 to provide written notice of information material to Plaintiffs' and
28 Aggrieved Employees' employment with Defendants;

- 1 (m) Violations of Labor Code section 432.5 for failure to conduct compliant
2 background checks; and,
- 3 (n) Violations of Labor Code sections 2800, 2801, and 2802 for failure to
4 reimburse necessary expenditures and losses incurred by Plaintiffs and
5 Aggrieved Employees in the performance of their jobs.

6 119. Therefore, Plaintiffs and Aggrieved Employees are entitled to recover civil
7 penalties pursuant to Labor Code sections 2699(a), (f), and (g) as well as interest, attorneys' fees,
8 and costs. For example, Plaintiffs and Aggrieved Employees can and do seek civil penalties
9 pursuant to California Labor Code sections 226.3, 233, 558, 2699(a) and/or 2699(f) and (g), for
10 violations of California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226(a), 226.7, 246,
11 248.1, 248.2, 248.5, 432.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5,
12 2800, 2802, and 2810.5 as well as all applicable IWC Wage Orders

13 **THIRTEENTH CAUSE OF ACTION**

14 **UNFAIR OR UNLAWFUL BUSINESS PRACTICES**

15 **VIOLATIONS OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS**

16 **17200 ET SEQ.**

17 **(AGAINST ALL DEFENDANTS)**

18 120. Plaintiffs reallege and incorporate by reference the preceding paragraphs as though
19 fully set for herein.

20 121. Defendants have engaged and continue to engage in unfair and unlawful business
21 practices in California by practicing, employing and utilizing the employment practices outlined
22 above, include, to wit, by engaging in Unfair Business Practices in violation of the UCL, all in
23 violation of the California Labor Code and applicable IWC Wage Orders. In the instant case,
24 Defendants' policy and practice of failing to pay Plaintiffs and Class Members overtime wages
25 violates California Labor Code sections 510 and 1198 and the Wage Order. Defendants' policy
26 and practice of failing to pay Plaintiffs and Class Members minimum wage violates California
27 Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198. Defendants' policy and practice of
28 failing to provide meal periods and rest periods and to pay meal period and rest period premiums

1 violates California Labor Code sections 226.7, 512(a) and 1198. Defendants' policy and practice
2 of failing to pay and provide for all sick pay and supplemental sick pay violates California Labor
3 Code sections 233, 246, 248.1, 248.2, and 248.5. Defendants' policy and practice of failing to
4 provide accurate wage statements to Plaintiffs and Class Members, maintain accurate payroll
5 records, and maintain accurate time records violates California Labor Code sections 226(a),
6 1174(d), and 1198. Defendants' policy and practice of failing to timely pay Plaintiffs and Class
7 Members all earned wages during employment violates California Labor Code section 204.
8 Defendants' policy and practice of failing to pay Plaintiffs and the Class Members their wages,
9 earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of leaving
10 Defendants' employ violates California Labor Code sections 201, 202, and 203. Defendants'
11 policy and practice of failing to pay Plaintiffs and Class Members reporting time violates
12 California Labor Code sections 1194, 1197, and 1198. Defendants' policy and practice of secretly
13 paying Plaintiffs and Class Members lower wages than required by statute while purporting to
14 pay the proper wages violates California Labor Code section 223. Defendants' policy and practice
15 of failing to pay for all necessary expenditures and losses incurred by Plaintiffs and Class
16 Members in the performance of their job violates California Labor Code sections 2800 and 2802.

17 122. Defendants' utilization of such unfair and unlawful business practices constitutes
18 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

19 123. Plaintiffs seek as an individuals and on behalf of other members of the Class
20 similarly situated, full restitution of monies, as necessary and according to proof, to restore any
21 and all monies withheld, acquired and/or converted by the Defendants by means of the unfair
22 practices complained of herein. Plaintiffs also seek injunctive relief to enjoin the unfair business
23 practices alleged herein.

24 124. Plaintiffs are informed and believes, and based thereon alleges, that at all times
25 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
26 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
27 forth herein above thereby depriving Plaintiffs and other members of the Class the minimum
28 working condition standards and conditions due to them under the California laws and the

1 applicable IWC Wage Orders as specifically described therein.

2 **REQUEST FOR JURY TRIAL**

3 Plaintiffs request a trial by jury.

4 **PRAYER FOR RELIEF**

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

- 7 1. For an order certifying the proposed Class;
- 8 2. For an order appointing Plaintiffs as the representative of the Class as described
9 herein;
- 10 3. For an order appointing counsel for Plaintiffs as Class counsel;
- 11 4. Upon the First Cause of Action, that the Court declare, adjudge, and decree that
12 Defendants knowingly and intentionally violated California Labor Code sections 226(a), 1174(d),
13 and 1198 as to Plaintiffs and Class Members and for damages, penalties, interests, costs, and
14 attorneys' fees
- 15 5. Upon the Second Cause of Action, that the Court declare, adjudge, and decree that
16 Defendants knowingly and intentionally violated California Labor Code sections 233, 246, 248.1,
17 248.2, and 248.5 as to Plaintiffs and Class Members; and for damages, penalties, interests, costs,
18 and attorneys' fees;
- 19 6. Upon the Third Cause of Action, that the Court declare, adjudge, and decree that
20 Defendants violated California Labor Code sections 510 and 1198 as to Plaintiffs and Class
21 Members and for the full amount of unpaid overtime wages and interest, costs, and for attorneys'
22 fees;
- 23 7. Upon the Fourth Cause of Action, that the Court declare, adjudge and decree that
24 Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 as to
25 Plaintiffs and Class Members and for the full amount of unpaid minimum wages and interest,
26 costs, and attorneys' fees;
- 27 8. Upon the Fifth Cause of Action, that the Court declare, adjudge, and decree that
28 Defendants violated California Labor Code sections 226.7, 512(a), and 1198 as to Plaintiffs and

1 Class Members and for the full amount of unpaid meal period premium wages, interest, costs, and
2 attorneys' fees;

3 9. Upon the Sixth Cause of Action, that the Court declare, adjudge, and decree that
4 Defendants violated California Labor Code sections 226.7 and 1198 as to Plaintiffs and Class
5 Members and for the full amount of unpaid rest period premium wages, interest, costs, and
6 attorneys' fees;

7 10. Upon the Seventh Cause of Action, that the Court declare, adjudge, and decree that
8 Defendants willfully violated California Labor Code section 204 as to Plaintiffs and Class
9 Members and for penalties, interest, costs, and attorneys' fees;

10 11. Upon the Eighth Cause of Action, that the Court declare, adjudge, and decree that
11 Defendants willfully violated California Labor Code sections 201, 202, and 203 as to Plaintiffs
12 and Class Members and for penalties, interest, costs, and attorneys' fees;

13 12. Upon the Ninth Cause of Action, that the Court declare, adjudge, and decree that
14 Defendants willfully violated California Labor Code sections 1194, 1197, and 1198 as to
15 Plaintiffs and Class Members and for all wages, interest, costs, and attorneys' fees;

16 13. Upon the Tenth Cause of Action, that the Court declare, adjudge, and decree that
17 Defendants willfully violated California Labor Code section 223 as to Plaintiffs and Class
18 Members and for all wages, interest, costs, and attorneys' fees;

19 14. Upon the Eleventh Cause of Action, that the Court declare, adjudge, and decree
20 that Defendants violated California Labor Code sections 2800, 2801, 2802 as to Plaintiffs and/or
21 Class Members and for damages, penalties, interest, costs, and attorneys' fees;

22 15. Upon the Twelfth Cause of Action, for civil penalties according to proof pursuant
23 to California Labor Code sections 2698, et seq., and for costs and attorneys' fees;

24 16. Upon the Thirteenth Cause of Action, that the Court declare, adjudge and decree
25 that Defendants violated California Business and Professions Code sections 17200 et seq., as to
26 Plaintiffs and Class Members; for restitution of unpaid wages, prejudgment interest, and for
27 appointment of a receiver to receive, manage, and distribute any and all funds disgorged by
28 Defendants and determined to have been wrongfully acquired or retained by Defendants as a

1 result of their violations of California Business and Professions Code sections 17200 et seq.;
2 costs; reasonable attorneys' fees pursuant to Code of Civil Procedure section 1021.5, and for
3 injunctive relief to ensure Defendants' compliance with the California Labor Code;

4 17. On all causes of action, for attorneys' fees and costs as provided by California
5 Labor Code §§ 226, and 2699, and Code of Civil Procedure § 1021.5;

6 18. On all causes of action, for pre-judgment and post-judgment interest as provided
7 by law; and,

8 19. For such other and further relief as the Court may deem just and proper.

9 DATED: July 2, 2024

HYUN LEGAL, APC

10
11 By:


DENNIS S. HYUN
Attorneys for Plaintiffs
RANDY GINES AND PATRICIA RIOS

12
13 DATED: July 2, 2024

POLARIS LAW GROUP

14
15 By:


WILLIAM L. MARDER
Attorneys for Plaintiffs
RANDY GINES AND PATRICIA RIOS

16
17 DATED: July 2, 2024

LAW OFFICES OF MARK YABLONOVICH

18
19 By:


MARK YABLONOVICH
MONICA BALDERRAMA
TONY ROBERTS
Attorneys for Plaintiff
KAREN ROLDAN

EXHIBIT 1

Randy Gines, et al. v. Lucile Packard Children's Hospital at Stanford, Case No. 19CV357498



Direct Dial: (831) 531-4214
Email: bill@polarislawgroup.com

August 22, 2019

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Lucile Packard Childrens Hosp
725 Welch Rd
Palo Alto, CA 94304

***Filed With The LWDA Online and Sent to Lucile Packard Childrens Hosp Via
Certified U.S. Mail***

Re: Notice of Labor Law Violations
California Labor Code §§ 2699, 2699.3, 2699.5

Dear Employer and Representatives of the Labor and Work Force Development Agency:

Pursuant to California Labor Code §§2699, 2699.3, 2699.5 aggrieved employee, Randy Gines, hereby notifies you of the labor law violations and facts and circumstances giving rise to them, committed by Lucile Packard Childrens Hosp ("the employer") against Randy Gines and all similarly aggrieved employees. The employer has engaged in the following violations against Randy Gines and all similarly aggrieved employees.

Failing To Provide Complaint Pay Statements

The aggrieved employee's pay statements, and those of his co-workers, identified inaccurate total hours worked in violation of Labor Code §226(a)(2).

For example, for the pay period beginning on July 14, 2019 and ending on July 27, 2019 with an Advice Date of August 2, 2019, when all of the hours listed on the pay statement are added together, they total a number of hours worked that was in excess of the total hours actually worked. Specifically, when all of the hours worked are added up, it does not appear to be the accurate total hours worked. I assert that this violation was committed against me and all similarly aggrieved non-exempt employees who were paid overtime wages.

PAGA Claim Notice
August 22, 2019
Page Two

As the aggrieved employee believes that such violations are ongoing, he will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter on behalf of himself and all similarly aggrieved employees.

Very truly yours,

Polaris Law Group LLP



William L. Marder

EXHIBIT 2

Randy Gines, et al. v. Lucile Packard Children's Hospital at Stanford, Case No. 19CV357498



Direct Dial: (831) 531-4214
Email: bill@polarislawgroup.com

June 22, 2021

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Lucile Packard Children's Hospital at Stanford
725 Welch Rd
Palo Alto, CA 94304

***Filed With The LWDA Online and Sent to Lucile Packard Childrens Hosp Via
Certified U.S. Mail***

Re: Notice of Labor Law Violations
California Labor Code §§ 2699, 2699.3, 2699.5

Dear Employer and Representatives of the Labor and Work Force Development Agency:

Pursuant to California Labor Code §§2699, 2699.3, 2699.5 aggrieved employee, Patricia Rios, hereby notifies you of the labor law violations and facts and circumstances giving rise to them, committed by Lucile Packard Children's Hospital at Stanford ("the employer") against Patricia Rios and all similarly aggrieved employees. The employer has engaged in the following violations against Patricia Rios and all similarly aggrieved employees.

Failure to Pay Overtime Wages

The employer violated Labor Code §§ 201-204, 226, 510, 558, 1194, and 1197.1 as to Ms. Rios and all similarly aggrieved non-exempt employees by failing to pay all owed overtime wages, including without limitation, based on the correct, higher regular rate of pay by not including all non-discretionary remuneration into the regular rate for purposes of paying overtime wages to Ms. Rios and all similarly aggrieved non-exempt employees. For example, the employer paid Ms. Rios and other non-exempt employees a "Spot Bonus," which was non-discretionary. The employer, however, failed to include the Spot Bonus into the regular rate of pay for purposes of paying overtime to Ms. Rios and other similarly aggrieved non-exempt employees. Further, as a result, the employer violated Labor Code § 226(a) as to Ms. Rios and other similarly aggrieved non-exempt employees by not accurately reflecting gross and net wages and hourly rates as a result of

this violation. Moreover, the employer violated Labor Code §§ 201-204 as to Ms. Rios and all similarly aggrieved employees whose employment has ended by not paying all owed overtime wages within the time requirements set forth in these statutes.

Failure to Pay Sick Pay at the Regular Rate of Pay

The employer violated Labor Code §§ 201-204, 226, 233, and 246 as to Ms. Rios and all similarly aggrieved non-exempt employees by failing to pay sick pay wages based on the correct, higher regular rate of pay by not including all non-discretionary remuneration into the regular rate for purposes of paying sick pay wages to Ms. Rios and all similarly aggrieved non-exempt employees. For example, the employer paid Ms. Rios and other non-exempt employees a "Spot Bonus," which was non-discretionary. The employer, however, failed to include the Spot Bonus into the regular rate of pay for purposes of paying sick pay wages to Ms. Rios and other similarly aggrieved non-exempt employees. Further, as a result, the employer violated Labor Code § 226(a) as to Ms. Rios and other similarly aggrieved non-exempt employees by not accurately reflecting gross and net wages and hourly rates as a result of this violation. Moreover, the employer violated Labor Code §§ 201-204 as to Ms. Rios and all similarly aggrieved employees whose employment has ended by not paying all owed sick pay wages within the time requirements set forth in these statutes.

As the aggrieved employee believes that such violations are ongoing, the aggrieved employee will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter on behalf of the State of California and all similarly aggrieved employees.

Very truly yours,

Polaris Law Group LLP


William L. Marder

EXHIBIT 3

Randy Gines, et al. v. Lucile Packard Children's Hospital at Stanford, Case No. 19CV357498

LAW OFFICES OF
MARK YABLONOVICH
9595 WILSHIRE BOULEVARD, SUITE 900
BEVERLY HILLS, CALIFORNIA 90212-2511
TELEPHONE: (310) 286-0246
FACSIMILE: (310) 407-5391

April 21, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/310>)

Subject: *Karen Roldan v. Lucile Salter Packard Children's Hospital at Stanford*
LWDA Case No. LWDA-CM-859185-21
Supplemental Notice

Dear PAGA Administrator:

This law firm now represents Karen Roldan ("Ms. Roldan") in connection with Ms. Roldan's claims under the California Labor Code against her former employer Lucile Salter Packard Children's Hospital at Stanford ("LSPCH").

This Notice is intended to supplement the previously submitted PAGA notice on December 23, 2021, by including and/or supplementing claims against LSPCH for violations of the California Labor Code. Ms. Roldan's December 23, 2021 Notice is enclosed in this Notice and incorporated by reference.

The employer may be contacted directly:

Lucile Salter Packard Children's Hospital at Stanford
725 Welch Road
Palo Alto, CA 94304

Ms. Roldan intends to seek civil penalties, attorneys' fees, costs, and all other available relief for LSPCH's violations of the California Labor Code, which are recoverable under Sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Roldan seeks relief on behalf of herself, the State of California, and all other persons who are or were employed by LSPCH in California as non-exempt, hourly-paid employees and who received or should have received at least one wage statement during the relevant time period which begins one year prior to the date of this notice ("Aggrieved Employees"). Ms. Roldan sends this letter in compliance with the notice and reporting requirements of Labor Code section 2699.3.

LSPCH employed Ms. Roldan from approximately December 2015 to approximately November 30, 2021, as a non-exempt, hourly-paid employee out of LSPCH's Palo Alto, California location. Ms. Roldan worked as a Senior MRI technologist III. Ms. Roldan typically worked approximately eight to twelve hours or more per workday, four to seven days per week, and forty hours or more per week. Ms. Roldan's job duties included, but were not limited to, performing medical imaging procedures, performing imaging sequences necessary to reach a medical diagnosis and decision, working under the guidance of the section clinical instructors and

Re: *Karen Roldan v. Lucile Salter Packard Children's Hospital at Stanford*

April 21, 2022

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radiologists, participating in the resident training program, billing for procedures performed, and maintaining necessary paperwork.

LSPCH committed one or more of the following Labor Code violations against Ms. Roldan and/or the Aggrieved Employees, the facts and theories of which follow, making Ms. Roldan an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

LSPCH's Company-Wide and Uniform Payroll and Human Resources Practices

LSPCH is a hospital that provides medical services dedicated to pediatric and obstetric care. Upon information and belief, LSPCH maintains a centralized Human Resources department for all non-exempt, hourly-paid employees working for LSPCH in California, including Ms. Roldan and other Aggrieved Employees. At all relevant times, LSPCH issued and maintained uniform, standardized policies, practices and/or procedures for all non-exempt, hourly-paid employees in California, including Ms. Roldan and other Aggrieved Employees, regardless of their location, position, or job duties.

Upon information and belief, LSPCH maintains a centralized payroll department which processes payroll for all non-exempt, hourly-paid employees working for LSPCH in California, including Ms. Roldan and other Aggrieved Employees. Further, LSPCH issues the same uniform and formatted wage statements to all non-exempt, hourly-paid employees in California, irrespective of their location, position, or manner in which each employee's employment ended. LSPCH's centralized payroll department processes payroll for all non-exempt, hourly-paid employees in the same manner throughout California. In other words, LSPCH has utilized the same methods and formulas when calculating wages and any other remunerations owed to Ms. Roldan and other Aggrieved Employees in California.

Violations of California Labor Code Sections 510 and 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 3

California Labor Code sections 510 and 1198 and California Code of Regulations Title 8, section 11050 (“Wage Order No. 5”),² require employers to pay employees working more than eight hours in a day, more than forty hours in a workweek, or for the first eight hours on the seventh

¹ These facts, theories, and claims are based on Ms. Roldan's experience and counsel's review of those records currently available relating to Ms. Roldan's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of, typically because the aggrieved employee was not aware of the law's requirements and/or the employer's obligations, the employer misinformed its employees of the law's requirements, or because the employer effectively hid the violations. Thus, Ms. Roldan reserves the right to supplement this letter with additional facts, theories, and claims if Ms. Roldan becomes aware of them subsequent to the submission of this letter.

² To the extent any other Wage Order applies to any of the claims in this letter, such as Wage Order 4, LSPCH also violated those wage orders.

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consecutive day of work at the rate of time-and-one-half times the regular rate of pay for all hours worked in excess of eight hours in a day, in excess of forty hours in a workweek, and during the first eight hours on the seventh consecutive day of work. The applicable Wage Order further provides that employers are required to pay employees working more than twelve hours in a day or in excess of eight hours on the seventh consecutive day overtime compensation at a rate of two times their regular rate of pay.

LSPCH has failed to pay all overtime wages owed to Ms. Roldan and other Aggrieved Employees. During the relevant time period, Ms. Roldan and other Aggrieved Employees have not been paid overtime premiums for all of the hours they worked in excess of eight (or twelve) hours in a day, in excess of forty hours in a week, and/or for the seventh consecutive day of work (or in excess of eight hours on the seventh consecutive day of work), sometimes because all hours that they have worked have not been recorded, and other times because they have simply not been paid for all hours that have been recorded and/or worked. Ms. Roldan and Aggrieved Employees have been subject to LSPCH's control during pre-shift and post-shift times, as well as during unpaid meal periods, which, when working overtime-eligible shifts, results in underpaid overtime compensation. Based on information and belief, not all recorded work hours have been paid because of inaccurate timekeeping policies and practices. As a result, Ms. Roldan believes the hours she and other Aggrieved Employees have worked may not have been properly recorded and/or paid, and therefore, Ms. Roldan and other Aggrieved Employees may not have been properly compensated for all hours that were recorded and/or worked.

LSPCH knew or should have known that, as a result of its policies, practices and/or procedures, Ms. Roldan and other Aggrieved Employees were at times performing their assigned duties off-the-clock (and/or unrecorded), were subject to control of LSPCH, and/or were suffered or permitted to perform work for which they were not paid. LSPCH also knew, or should have known, that it did not compensate Ms. Roldan and other Aggrieved Employees for off-the-clock work or all hours worked. Because Ms. Roldan and other Aggrieved Employees sometimes worked shifts longer than eight or twelve hours a day, more than forty hours a week, and/or seven consecutive days (or in excess of eight hours on the seventh consecutive day), some of the unrecorded work qualified for overtime premium pay. At other times, LSPCH simply did not pay for all the hours that were recorded. Therefore, Ms. Roldan and other Aggrieved Employees have not been paid overtime wages for all of the overtime hours they have actually worked. LSPCH's failure to pay Ms. Roldan and other Aggrieved Employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198 and the applicable Wage Order.

Whenever Ms. Roldan and other Aggrieved Employees have worked a shift and then on-call on the same day, and those hours worked have exceeded eight hours worked combined, LSPCH has not paid Ms. Roldan and other Aggrieved Employees at an overtime rate of pay for all hours worked in excess of eight or twelve hours in a day. LSPCH has also failed to compensate Ms. Roldan and other Aggrieved Employees at the appropriate overtime rate for on-call hours worked in excess of forty hours in a given workweek. In other words, LSPCH has not compensated Ms. Roldan and other Aggrieved Employees for on-call hours at the appropriate overtime rate when Ms. Roldan's and other Aggrieved Employees' cumulative hours worked

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(i.e., regular, shift differential, and/or on-call hours worked combined) have exceeded eight or twelve hours in a day or forty hours in a workweek.³

Furthermore, based on information and belief, LSPCH's regular rate of pay for calculating overtime wages has not included all required remunerations or the correct calculation. For example, during times when Ms. Roldan and other Aggrieved Employees have worked overtime or on-call or were paid shift differentials or received a bonus, LSPCH has not paid all overtime wages because LSPCH has paid a lower overtime rate than required by California law.

Based on the foregoing, Ms. Roldan and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code sections 510 and 1198 and the applicable Wage Order, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and California Code of Regulations Title 8, Section 11050, Subdivision 4

Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable Wage Order require employers to pay employees the minimum wage fixed by the Industrial Welfare Commission ("IWC"). The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined by the applicable Wage Order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050, subd. 2(K) (defining "Hours Worked").

LSPCH has not paid for all the time Ms. Roldan and Aggrieved Employees have worked throughout the day including all time in the workday when the employees have performed work tasks subject to the control of LSPCH. Ms. Roldan and other Aggrieved Employees are subjected to LSPCH's control pre-shift, post-shift, and throughout the workday. For example, LSPCH has forced Ms. Roldan and other Aggrieved Employees to undergo COVID-19 screenings when reporting to work before entering the hospital and before clocking in. LSPCH has required Ms. Roldan and other Aggrieved Employees to download a cell phone application on their phones. Using the cell phone application, and on every shift before entering the hospital and before clocking in, LSPCH has tasked Ms. Roldan and other Aggrieved Employees to answer a series of survey questions related to COVID-19. LSPCH has forced Ms. Roldan and other Aggrieved Employees to wait in a line for several minutes in order to enter the hospital and to confirm with a security guard that they answered the survey. In addition, LSPCH has forced Ms. Roldan and the other Aggrieved Employees to carry a communication device which must be on and responded to throughout the workday, including during unpaid meal periods.

³ Furthermore, based upon information and belief, to the extent employees were not paid overtime wages because of a purported alternative workweek schedule, LSPCH has failed to comply with the procedures and implementation of any alternative workweek schedule as set forth in the applicable Wage Order.

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To the extent that the off-the-clock work and/or recorded hours have not qualified for overtime premium payment, LSPCH has not paid at least minimum wages for those hours worked off-the-clock or that have been recorded but not paid in violation of Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable Wage Order.

Ms. Roldan and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 225.5,⁴ 1194, 1197.1 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 226.7, 512(a), and 1198 and California Code of Regulations Title 8, Section 11050 Subdivisions 11 and 12

Labor Code sections 226.7, 512(a) and 1198 and the applicable Wage Order require employers to provide meal periods and rest periods and to pay employees one additional hour of pay at the employee's regular rate of compensation for each workday that a meal period or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five hours per day without providing the employee with an uninterrupted duty-free and control-free meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee.

Under California law, first meal periods must start no later than the end of an employee's fifth hour of work. *See Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012); *see also* Cal. Code Regs. tit. 8, § 11050, subd. 11. Labor Code sections 226.7 and 512(a) also require employers to provide a second meal period of not less than thirty minutes if an employee works over ten hours in a day, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was taken.

Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable IWC Wage Order. The applicable Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours. Cal. Code Regs. tit. 8, § 11050, subd. 12. To comply with its obligation to provide rest periods under Labor Code section 226.7 and the applicable Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

⁴ Labor Code section 2699.3(c) permits aggrieved employees, including Ms. Roldan, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including section 225.5.

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LSPCH has failed to provide meal periods and authorize and permit rest periods to Ms. Roldan and other Aggrieved Employees. As a matter of policy and practice, LSPCH has not provided Ms. Roldan and other Aggrieved Employees with full 30-minute meal periods and net 10-minute rest periods for each day worked where they are free from LSPCH's required duties and control. LSPCH's companywide policy has been that, due to the purported nature of Ms. Roldan's and the Aggrieved Employees' job duties, meal periods and rest periods must be taken on-duty and paid at the hourly rate. LSPCH has subjected Ms. Roldan and other Aggrieved Employees to control and demanding duties throughout their workday, even during times which should constitute uninterrupted duty-free rest periods and meal periods. LSPCH encourages and requires employees to stay working and to respond to company communications and/or remain under employer control.

LSPCH knew or should have known that as a result of its policies and/or practices, Ms. Roldan and other Aggrieved Employees were prevented from being relieved of all duties and employer control and required to perform some of their assigned duties during meal periods and rest periods and that they did not receive timely meal periods and rest periods. As a result, Ms. Roldan and other Aggrieved Employees have had to work through all or part of their meal periods and rest periods, have their meal periods and rest periods interrupted, and/or have waited extended periods of time before taking meal periods and rest periods.

LSPCH has also engaged in a systematic, company-wide policy and/or practice of not properly training Ms. Roldan and other Aggrieved Employees on their entitlement to meal period and rest period premium payments resulting from meal period and rest period violations. Ms. Roldan and other Aggrieved Employees have been unaware of when meal period and/or rest period premiums were owed to them. Based upon information and belief, Ms. Roldan and other Aggrieved Employees have not received all meal period and/or rest period premium wages owed when compliant meal periods and rest periods have not been provided. To the extent that LSPCH did paid meal period and/or rest period premium wages to Ms. Roldan and other Aggrieved Employees, such payments were admissions of its failure to provide compliant meal periods and rest periods.

Furthermore, on information and belief, when LSPCH has paid employees meal period and/or rest period premium payments, the regular rate of pay for calculating the premium payment has not included all required remunerations or the correct calculation. For example, when Ms. Roldan and other Aggrieved Employees have received a shift differential, a bonus or incentive, or other nondiscretionary payments, LSPCH has not paid all meal period and/or rest period premium wages because LSPCH has paid meal period and/or rest period premium wages at a lower and/or different rate than required by California law.

Accordingly, LSPCH has failed to provide all meal periods and rest periods and/or pay all meal period and rest period premiums, in violation of Labor Code sections 226.7, 512, and 1198 and the applicable Wage Order. Ms. Roldan and other Aggrieved Employees are therefore entitled to civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 226.7, 558 and/or 2699(a), (f), and (g).

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Violations of California Labor Code Section 226(a)

Labor Code section 226(a) requires employers to keep and furnish accurate and complete employment records. LSPCH has not provided Ms. Roldan and other Aggrieved Employees with properly itemized wage statements. Moreover, an aggrieved employee may seek civil penalties under Labor Code section 2699 for violations of wage statement requirements without the need to establish injury. *Lopez v. Friant & Associates, LLC*, 15 Cal.App.5th 773, 788 (2017) (“a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the ‘injury’ and ‘knowing and intentional’ requirements of section 226(e)(1).”). Rather, Labor Code section 226.3 provides that any employer who violates Section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

LSPCH has provided Ms. Roldan and other Aggrieved Employees with incomplete and inaccurate wage statements. Specifically, LSPCH has violated, among others, Sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because LSPCH has not recorded all the hours Ms. Roldan and other Aggrieved Employees worked and/or paid all hours recorded, LSPCH has not listed the correct amount of gross wages and net wages earned by Ms. Roldan and other Aggrieved Employees in compliance with Sections 226(a)(1) and (5), respectively. LSPCH also has not accurately listed the total hours worked by Ms. Roldan and other Aggrieved Employees for work performed while off-the-clock in violation of Section 226(a)(2) and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked in violation of Section 226(a)(9).

In addition, the total regular, overtime, shift differential, and on-call hours listed in LSPCH's wage statements, when added together, do not add up to the total hours worked by the employee during the pertinent pay period. Likewise, LSPCH provides wage statements which do not properly itemize the total hours worked because LSPCH itemizes the incorrect number of hours worked or an undecipherable number of hours worked or both or does not even itemize total hours worked. Without additional information regarding the wage statement and undecipherable codes, an employee cannot simply ‘arrive at the sum of hours worked.’ Thus, LSPCH's wage statements do not comply with Labor Code section 226(a)(2).

Additionally, because LSPCH has not calculated the regular rate of pay correctly for purposes of paying overtime, sick pay, and/or premium wages, LSPCH has not listed the correct amount of gross wages and net wages earned by Ms. Roldan and the Aggrieved Employees in violation of Sections 226(a)(1) and (5).

LSPCH has knowingly and intentionally failed to properly itemize the regular, overtime, shift differential, and on-call rates in effect during each pay period and the corresponding number of hours worked, making it impossible to determine the correct pay rate promptly and easily with the corresponding hours and pay. Ms. Roldan's and the Aggrieved Employees' wage statements incorrectly show the regular rate, overtime rate, shift differential, on-call rate and/or other

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applicable rate and incorrectly show regular rate, overtime rate, shift differential, on-call hours and/or other applicable hours at a different number of hours than worked by the employee during the pay period. Thus, if the employee were to add together the hours listed in the line items for regular, overtime, shift differential, and on-call hours, the total is incorrect because it is different than the total number of hours actually worked by the employee during the pay period. As such, LSPCH's wage statements do not comply with Labor Code section 226(a)(9) which requires an itemized statement to show "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." The coding on LSPCH's wage statements cannot be said to clearly engage the employee's use of simple math to understand the rates of pay and total hours worked itemized on the wage statements. LSPCH's wage statements here have confused and misled Ms. Roldan and the Aggrieved Employees as to what the rates of pay and total hours worked are, a confusion that is compounded by the fact that LSPCH does not itemize the total hours worked on the wage statements (and if LSPCH does provide a "total hours worked" category the number is incorrect).

Furthermore, because LSPCH has failed to pay all meal period and rest period premiums to Ms. Roldan and other Aggrieved Employees, LSPCH has not listed the correct amount of gross wages and net wages earned by Ms. Roldan and other Aggrieved Employees in violation of Sections 226(a)(1) and (5).

In addition, LSPCH has failed to itemize the amount of paid sick leave/paid time off Ms. Roldan and other Aggrieved Employees have available every pay period.

Because LSPCH has failed to provide, among other things, the accurate number of total hours worked, gross wages earned, net wages earned, and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked on wage statements, Ms. Roldan and other Aggrieved Employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full, and were given confusing and/or incomplete information about their employer. Instead, Ms. Roldan and other Aggrieved Employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Roldan and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code section 226(a) pursuant to Labor Code sections 226.3, 1198.5 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 1174(d) and 1198, and California Code of Regulations Title 8, Section 11050 Subdivision 7

Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments..." Labor Code section 1174.5 provides that

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employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by Section 1174(d). During the relevant time period, LSPCH has willfully failed to maintain accurate payroll records for Ms. Roldan and other Aggrieved Employees showing the daily hours they have worked and the wages paid as a result of failing to record all hours worked and/or failing to correctly list the gross wages and/or net wages earned by them in violation of Labor Code section 1174(d).

Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period, as well as total daily hours. Cal. Code Regs. tit. 8, § 11050, subd. 7. During the relevant time period, LSPCH failed, on a company-wide basis, to keep accurate records of shifts, and meal period start and stop times and total daily hours for Ms. Roldan and other Aggrieved Employees, in violation of Labor Code section 1174(d) and the applicable Wage Order.

Due to LSPCH's failure to maintain accurate payroll and time records, Ms. Roldan and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 1174.5 and/or 2699(a), (f), and (g).

Violations of California Labor Code Section 204

Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

During the relevant time period, LSPCH has not paid Ms. Roldan and other Aggrieved Employees all wages due to them, including, but not limited to, overtime wages, shift differential wages, on-call wages, minimum wages, sick pay, and/or meal period and rest period premium wages, within the time periods specified by Labor Code section 204.

Ms. Roldan and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

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Violations of California Labor Code Sections 201, 202, and 203

Labor Code sections 201-202⁵ provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

LSPCH has failed to pay Ms. Roldan and other Aggrieved Employees who are no longer employed by LSPCH all their earned wages at the time of discharge, or within seventy-two hours of their leaving LSPCH's employment, in violation of Labor Code sections 201-202.

Furthermore, LSPCH has not paid Ms. Roldan and other Aggrieved Employees who are no longer employed by LSPCH all their earned wages, at the time of discharge, or within seventy-two hours of their leaving LSPCH's employment, including, but not limited to, overtime wages, minimum wages, on-call wages, shift differential pay, unpaid sick pay wages and/or meal period and rest period premium wages.

As a result of LSPCH's violations of Labor Code sections 201-202, Ms. Roldan and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 203 and/or 2699(a), (f), and (g).

Violations of California Labor Code Section 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A)

Pursuant to Wage Order No. 5: "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Cal. Code Regs. tit. 8 § 11050, subd. 5(A).

Upon information and belief, LSPCH violated Labor Code section 1198 and the applicable Wage Order because it has failed to pay Ms. Roldan and other Aggrieved Employees reporting time pay when they have reported to work for the scheduled shift but were put to work for less than half of the scheduled hours and not paid reporting time pay. For instance, Ms. Roldan had reported to work based on the schedule that LSPCH provided to her only to be sent home immediately or be sent home before having worked less than half of her scheduled shift. When this occurred, Ms. Roldan did not receive the proper reporting time pay.

⁵ Ms. Roldan also asserts Section 203, which is enumerated in Section 2699.5, to the extent applicable.

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As a result of LSPCH's violation of California Labor Code section 1198 and the applicable Wage Order, Ms. Roldan and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 1194 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 233, 246, 248.1, 248.2, and 248.5

Under Labor Code sections 233 and 246, employers in California must provide employees with paid sick leave at a specified rate of pay which must factor in additional earnings during a given pay period where such leave is used. Under Labor Code sections 248.1 and 248.2, employers must provide employees with supplemental sick leave at a specified rate of pay which must factor in additional earnings during a given pay period where such leave is used.

Ms. Roldan and other Aggrieved Employees have earned additional nondiscretionary compensation, such as, by way of example, shift differentials or incentive pay or bonuses. Upon information and belief, LSPCH has failed to provide Ms. Roldan and other Aggrieved Employees with the appropriate rate of pay when paying sick pay as required under Labor Code sections 233, 246, 248.1, and 248.2. In other words, upon information and belief, LSPCH has failed to factor in nondiscretionary compensation for Ms. Roldan and other Aggrieved Employees and has failed to provide the appropriate rate of pay when paying sick pay as required by Labor Code sections 233, 246, 248.1 and 248.2.

Furthermore, LSPCH has also failed to provide Ms. Roldan and other Aggrieved Employees with written notice that sets forth the amount of paid sick leave and/or supplemental sick leave available, or paid time off leave that LSPCH provides in lieu of sick leave, for use on either Ms. Roldan's or other Aggrieved Employees' itemized wage statements or in separate writings provided on the designated pay dates with the employees' payments of wages. Also, supplemental paid sick leave has not been set forth separately from paid sick days.

As a result of LSPCH's violations of Labor Code sections 233, 246, 248.1, 248.2, and 248.5, Ms. Roldan and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 1198 and 2810.5(a)(1)

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime; any allowances claimed as part of the minimum wage, including meal or lodging allowances the regular payday designated by the employer; and the name of the employer, including any "doing business as" names used by the employer as well as the employer's physical and mailing

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address(es) and telephone number. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, LSPCH failed to provide Ms. Roldan and other Aggrieved Employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1). LSPCH produced Ms. Roldan's personnel file and a portion of Ms. Roldan's employment records. Absent from Ms. Roldan's personnel file and employment records was a Section 2810.5 notice containing all the requisite information, such as the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime. LSPCH'S failure to provide Ms. Roldan and other Aggrieved Employees with written notice of basic information regarding their employment with LSPCH.

As a result of LSPCH's violations of Labor Code sections 1198 and 2810.5, Ms. Roldan and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violations of California Labor Code Section 432.5

The Labor Code places procedural and substantive limits on employers' abilities to conduct employee background checks and on how employers can use the information they obtain through those background checks. The Investigative Consumer Reporting Agencies Act, Civil Code sections 1786, *et seq.* ("ICRAA"), mandates several requirements prior to and following an employee background check, including but not limited to, identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, as well as proper notice of adverse actions taken, among other statutory requirements. A violation of ICRAA results in a violation of Labor Code section 432.5. Under Labor Code section 432.5, "[n]o employer... 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." Ms. Roldan and the Aggrieved Employees have been required by LSPCH to undergo background checks in violation of California law. Among other things, ICRAA, Civil Code section 1786.16, requires as follows:

- (B) The person procuring or causing the report to be made provides a clear and conspicuous disclosure in writing to the consumer at any time before the report is procured or caused to be made in a document that consists solely of the disclosure, that:
 - (i) An investigative consumer report may be obtained.
 - (ii) The permissible purpose of the report is identified.
 - (iii) The disclosure may include information on the consumer's character, general reputation, personal characteristics, and mode of living.
 - (iv) Identifies the name, address, and telephone number of the investigative consumer reporting agency conducting the investigation.

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(v) Notifies the consumer in writing of the nature and scope of the investigation requested, including a summary of the provisions of Section 1786.22.

(vi) Notifies the consumer of the Internet Web site address of the investigative consumer reporting agency identified in clause (iv), or, if the agency has no Internet Web site address, the telephone number of the agency, where the consumer may find information about the investigative reporting agency's privacy practices, including whether the consumer's personal information will be sent outside the United States or its territories and information that complies with subdivision (d) of Section 1786.20. This clause shall become operative on January 1, 2012.

Upon information and belief, LSPCH has required Ms. Roldan and other Aggrieved Employees to submit to unlawful background checks. LSPCH has required Ms. Roldan and other Aggrieved Employees to agree in writing to unlawful background checks which have failed to abide by the requirements set forth in ICRAA. For example, LSPCH has not provided Ms. Roldan and the Aggrieved Employees with, among other things, a separate ICRAA written notice of the intent to obtain a background check report; a notice that is clear, conspicuous, and in writing; a document that consists solely of the disclosure; a notice that states the nature and scope of the information requested pursuant to ICRAA; and, a summary of the employee's rights pursuant to ICRAA. LSPCH has also required a background check before a conditional offer of employment.

By having Ms. Roldan and other Aggrieved Employees sign the illegal background checks, LSPCH has also violated Labor Code section 432.5.

As a result of LSPCH's violations of Labor Code section 432.5, Ms. Roldan and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violations of California Labor Code Sections 2800 and 2802 and California Code of Regulations Title 8, Section 11050 Subdivision 9

Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of their job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). Wage Order No. 5 provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." Cal. Code Regs. tit. 8 § 11050, subd. 9(B).

LSPCH has required Ms. Roldan and other Aggrieved Employees to use their own personal cell phones and data plans as a necessity to performing their jobs and meeting LSPCH's objective of

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limiting exposure to, and contamination of, COVID-19 at its premises. Despite this, LSPCH has not provided Ms. Roldan and other Aggrieved Employees cell phones and data plans even though personal cell phones and data plans are not customarily required by the trade or craft of working for a hospital.

Ms. Roldan and other Aggrieved Employees have incurred necessary business-related expenses and costs that LSPCH has not fully reimbursed, including but not limited to payments for cell phones and cell phone data plans. Specifically, LSPCH has forced Ms. Roldan and other Aggrieved Employees to undergo COVID-19 screening before entering the hospital buildings. LSPCH has required Ms. Roldan and other Aggrieved Employees to download a web application on their phones. Using the cell phone application, and before entering the hospital and being able to clock-in, LSPCH has tasked Ms. Roldan and other Aggrieved Employees to answer a series of survey questions related to COVID-19, which Ms. Roldan and other Aggrieved Employees have done.

LSPCH'S policy, practice, and/or procedure of passing its operating costs on to Ms. Roldan and other Aggrieved Employees violates Labor Code sections 2800 and 2802 and the applicable wage order. Ms. Roldan and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violation of California Labor Code Section 558(a)

Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."⁶ Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." LSPCH, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Roldan's and other Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth herein.

Pursuant to Labor Code section 2699(f) and the other Labor Code sections as set forth above, Ms. Roldan seeks, among other things, recovery of applicable civil penalties. In the alternative to the penalties above, Ms. Roldan seeks penalties pursuant to Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Labor Code sections 558(a)(1) and 558(a)(2) should such provision be applicable.

⁶ Ms. Roldan does not seek to recover any unpaid wages that are provided for in Section 558(a). She only seeks civil penalties allowed by PAGA. *See ZB, NA v. Super. Ct. (Lawson)*, 8 Cal. 5th 175 (2019).

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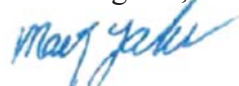
Accordingly, Ms. Roldan seeks the remedies set forth above for herself, the State of California, and all other Aggrieved Employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), and 2699.5, Ms. Roldan, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other Aggrieved Employees, and the State of California against LSPCH for violations of California Labor Code sections 201, 202, 203, 204, 223, 233, 226(a), 226.7, 432.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Wage Orders, as well as sections 225.5, 246, 248.1, 248.2, 248.5, and 2810.5, which are 'curable' violations pursuant to Section 2699.3(c)(2)(A).

Therefore, on behalf of all Aggrieved Employees, Ms. Roldan seeks all applicable civil penalties and other available relief related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me or my colleague at the phone number, address, or emails below:

Mark Yablonovich
Tony Roberts
LAW OFFICES OF MARK YABLONOVICH
9595 Wilshire Boulevard, Suite 900
Beverly Hills, California 90212
(310) 286-0246
Mark@Yablonovichlaw.com
Tony@Yablonovichlaw.com

Best Regards,



Mark Yablonovich

Copy to: Lucile Salter Packard Children's Hospital at Stanford
725 Welch Road
Palo Alto, CA 94304
Via U.S. Certified Mail

Debra L. Zumwalt
Agent for service of process for Lucile Salter Packard Children's Hospital at Stanford
450 Jane Stanford Way, Building 170, 3rd Floor
Stanford, CA 94305
Via U.S. Certified Mail

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Lucile Salter Packard Children's Hospital at Stanford
4700 Bohannon Drive, 1st Floor (HR)
Menlo Park, CA 94025
Via U.S. Certified Mail

Karen Roldan v. Lucile Salter Packard Children's Hospital at Stanford.,

LWDA Case No. LWDA-CM-859185-21

Direct Dial: (831) 531-4214
Email: bill@polarislawgroup.com

December 22, 2021

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Lucile Packard Children's Hospital at Stanford
725 Welch Rd
Palo Alto, CA 94304

*Filed With The LWDA Online and Sent to Lucile Packard Childrens Hosp Via
Certified U.S. Mail*

Re: Notice of Labor Law Violations
California Labor Code §§ 2699, 2699.3, 2699.5

Dear Employer and Representatives of the Labor and Work Force Development Agency:

Pursuant to California Labor Code §§2699, 2699.3, 2699.5 aggrieved employee, Karen Roldan, hereby notifies you of the labor law violations and facts and circumstances giving rise to them, committed by Lucile Packard Children's Hospital at Stanford ("the employer") against Karen Roldan and all similarly aggrieved employees. The employer has engaged in the following violations against Karen Roldan and all similarly aggrieved employees.

Failure to Provide Meal and Rest Periods and Pay Meal and Rest Premium Wages

The employer violated Labor Code §§ 201-204, 226, 226.7 and 512, as to Ms. Roldan and all similarly aggrieved non-exempt employees by failing to pay meal and/or rest period premium wages based on the correct, higher regular rate of pay by not including all non-discretionary remuneration into the regular rate for purposes of paying meal and/or rest period premium wages to Ms. Roldan and all similarly aggrieved non-exempt employees, including without limitation, shift differentials and/or shift premiums. For example, the employer paid Ms. Roldan and other non-exempt employees night shift differentials, which were non-discretionary. The employer, however, failed to include the shift differentials into the regular rate of pay for purposes of paying meal and/or rest period premium wages to Ms. Roldan and other similarly aggrieved non-exempt employees. Further, as a result, the employer violated Labor Code § 226(a) as to Ms.

Roldan and other similarly aggrieved non-exempt employees by not accurately reflecting gross and net wages and hourly rates as a result of this violation. Moreover, the employer violated Labor Code §§ 201-204 as to Ms. Roldan and all similarly aggrieved employees whose employment has ended by not paying all owed meal and/or rest period premium wages within the time requirements set forth in these statutes.

As the aggrieved employee believes that such violations are ongoing, the aggrieved employee will seek to pursue such violations that occurred prior to the date of this letter, as well as any violations that occur after the date of this letter on behalf of the State of California and all similarly aggrieved employees.

Very truly yours,

Respectfully,



William L. Marder
Polaris Law Group LLP

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF SAN BENITO]

I, Megan Tittle, am employed in the County of San Benito, State of California. I am over the age of 18 and not a party to the within action; my business address is 501 San Benito Street, Suite 200, Hollister, CA 95023.

On July 2, 2024, I served the following document(s) described as: **STIPULATION TO CONSOLIDATE CASES AND LEAVE TO FILE SECOND AMENDED CONSOLIDATED COMPLAINT; AND [PROPOSED] ORDER** on the interested parties in this action as follows:

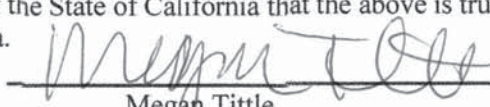
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9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
Attorneys for Plaintiff Karen Roldan, the Class, and on behalf of the State of California

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Sayer eFileCA E-Filing System at the website www.efile.sayerlegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 2, 2024, at Hollister, California.


Megan Tittle