

1 LAW OFFICES OF MARK YABLONOVICH
2 Mark Yablonovich (SBN 186670)
3 Mark@Yablonovichlaw.com
4 Lisa Hartlep (SBN 272936)
5 Lisa@Yablonovichlaw.com
6 Tony Roberts (SBN 315595)
7 Tony@Yablonovichlaw.com
8 9595 Wilshire Boulevard, Suite 900
9 Beverly Hills, CA 90212
10 Telephone: (310) 286-0246 • Fax: (310) 407-5391

11 Attorneys for Plaintiff Karen Roldan, a proxy for the State of California as an aggrieved
12 employee pursuant to the Private Attorneys General Act

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF SANTA CLARA

15 **22CV397839**

16 KAREN ROLDAN, a proxy for the State
17 of California as an aggrieved employee
18 pursuant to the Private Attorneys
19 General Act,

20 Plaintiff,

21 vs.

22 LUCILE SALTER PACKARD
23 CHILDREN'S HOSPITAL AT
24 STANFORD, a California corporation;
25 and DOES 1 through 10, inclusive,

26 Defendants.

Case No.:

ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA §§ 2698 *ET SEQ.*

**COMPLAINT FOR CIVIL PENALTIES FOR
VIOLATIONS OF CALIFORNIA LABOR
CODE, PURSUANT TO PAGA, §§ 2698, ET
SEQ.**

Jury Trial Demanded

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Clerk of Court
Superior Court of CA,
County of Santa Clara
22CV397839
Reviewed By: R. Walker

1 Plaintiff Karen Roldan (“Plaintiff”), a proxy for the State of California as an aggrieved
2 employee, alleges, on behalf the State of California and all aggrieved employees, as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a law enforcement action under the Labor Code Private Attorneys
5 General Act of 2004, California Labor Code sections 2698 et seq. (“PAGA”) to recover civil
6 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
7 current and former employees who worked for Lucile Salter Packard Children’s Hospital at
8 Stanford, a California corporation, and DOES 1 through 10, inclusive (collectively
9 “Defendants”) in California as non-exempt, hourly-paid employees, and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint (“Aggrieved Employees”),
13 at any time between one year before Plaintiff’s submission of the LWDA Notice (defined
14 below) in advance of Plaintiff’s filing of this complaint (in addition to all days the period was
15 stayed or tolled) until judgment. Plaintiff’s pro-rata share of civil penalties sought in this action
16 does not exceed \$75,000.

17 2. This Court has jurisdiction over this action pursuant to the California
18 Constitution, Article VI, section 10. The statute under which this action is brought does not
19 specify any other basis for jurisdiction.

20 3. This Court has jurisdiction over all Defendants because Defendants are either
21 citizens of California, have sufficient minimum contacts in California, or otherwise intentionally
22 avail themselves of the California market so as to render the exercise of jurisdiction over them
23 by the California courts consistent with traditional notions of fair play and substantial justice.
24 There is no basis for federal diversity jurisdiction in this action given that the State of
25 California, the real party in interest, is not a “citizen” for purposes of satisfying diversity
26 jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013) (holding
27 when the real party in interest is a state, it cannot be a “citizen” for purposes of diversity
28 jurisdiction). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in

1 controversy requirement for federal diversity jurisdiction in this action, and that diversity
2 jurisdiction cannot be established when Plaintiff's share of the civil penalties attributable to
3 violations personally suffered are less than \$75,000. *Id.* at 1122.

4 4. Venue is proper in this Court because Defendants employ Aggrieved Employees
5 in this county and Labor Code violations occurred in California, including in this county.
6 *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal.App.5th 1069,
7 1075 (2021) ("Venue is proper in any county in which an aggrieved employee worked and
8 Labor Code violations allegedly occurred.")

9 5. PAGA authorizes aggrieved employees to sue as private attorneys general their
10 current or former employers for civil penalties for violations of various provisions in the
11 California Labor Code.

12 6. The State of California is the real party in interest under PAGA.

13 **THE PARTIES**

14 7. Plaintiff is a resident of Santa Clara, California. Defendants employed Plaintiff
15 from approximately December 2015, to approximately November 30, 2021, as a non-exempt
16 hourly-paid employee at Defendants' Palo Alto, California location. Plaintiff worked as a Senior
17 MRI technologist III. Plaintiff typically worked approximately eight to twelve hours or more per
18 workday, four to seven days per week, and forty hours or more per week. Plaintiff's job duties
19 included, but were not limited to, performing medical imaging procedures, performing imaging
20 sequences necessary to reach a medical diagnosis and decision, working under the guidance of
21 the section clinical instructors and radiologists, participating in the resident training program,
22 billing for procedures performed, and maintaining necessary paperwork.

23 8. Plaintiff is informed and believes, and alleges, that Defendants are corporations
24 authorized to do, and doing business in California, and at all times, employers whose employees
25 are engaged throughout this county and the State of California.

26 9. Plaintiff is informed and believes, and alleges, that Defendants operate a hospital
27 that provides medical services dedicated to pediatric and obstetric care in California.

28 10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein

1 under the fictitious names DOES 1 through 10 and will seek leave of this Court to amend the
2 complaint and serve such fictitiously named defendants once their names and capacities become
3 known. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are the
4 partners, agents, owners, shareholders, managers, or employees of the other named Defendants,
5 and that each and all of the acts and omissions alleged herein were performed by, or is
6 attributable to, Defendants each acting as the agent, employee, alter ego, joint employer, and/or
7 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
8 within the course and scope of such agency, employment, joint venture, or concerted activity
9 with legal authority to act on the others' behalf. The acts of any and all Defendants were in
10 accordance with, and represent, the official policy of Defendants.

11 11. At all relevant times, Defendants, and each of them, ratified each and every act or
12 omission complained of herein. At all relevant times, Defendants, and each of them, aided and
13 abetted the acts and omissions of each and all the other Defendants in proximately causing the
14 harm and violations alleged in this PAGA only complaint.

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

18 **PAGA REPRESENTATIVE ALLEGATIONS**

19 13. Plaintiff is informed and believes that Defendants are corporations engaged in
20 medical and health care services across California. Upon information and belief, Defendants
21 maintain a centralized Human Resources department for all non-exempt, hourly-paid employees
22 working for Defendants in California, including Plaintiff and Aggrieved Employees. At all
23 relevant times, Defendants issued and maintained uniform, standardized practices and
24 procedures for all non-exempt, hourly-paid employees in California, including Plaintiff and
25 Aggrieved Employees, regardless of their location or position.

26 14. Upon information and belief, Defendants process payroll for all non-exempt,
27 hourly-paid employees working for Defendants in California, including Plaintiff and Aggrieved
28 Employees. Further, Defendants issue the same uniform and formatted wage statements to all

1 non-exempt, hourly-paid employees in California, irrespective of their work location, position,
2 or manner in which each employee's employment ended. Defendants' payroll department
3 processed payroll for non-exempt, hourly-paid employees in the same manner throughout
4 California. In other words, Defendants have utilized the same methods and formulas when
5 calculating wages and any other remunerations due to Plaintiff and Aggrieved Employees in
6 California.

7 15. Defendants continue to employ non-exempt, hourly-paid employees in
8 California.

9 16. Plaintiff is informed and believes, and alleges, that at all times, Defendants have
10 been advised by skilled lawyers and other professionals, employees, and advisors
11 knowledgeable about California labor and wage law, employment and personnel practices, and
12 about the requirements of California law.

13 17. Plaintiff is informed and believes, and alleges, that Defendants knew or should
14 have known that Plaintiff and Aggrieved Employees were entitled to meal periods in accordance
15 with the Labor Codes and applicable IWC Wage Order; that Plaintiff and Aggrieved Employees
16 have been entitled to payment of one additional hour of pay at their regular rates of
17 compensation when they have not been provided timely, uninterrupted, thirty-minute meal
18 periods; and that Plaintiff and Aggrieved Employees have not been provided with all meal
19 periods or payments of one additional hour of pay at their regular rates of compensation when
20 they have not received a timely, uninterrupted thirty-minute meal period.

21 18. Plaintiff is informed and believes, and alleges, that Defendants knew or should
22 have known that Plaintiff and Aggrieved Employees have been entitled to rest periods in
23 accordance with the Labor Code and applicable IWC Wage Order, that Defendants have known,
24 knew, or should have known that Plaintiff and Aggrieved Employees have been entitled to
25 payment of one additional hour of pay at their regular rates of compensation when they have not
26 been provided with a compliant rest period, and that Plaintiff and Aggrieved Employees have
27 not been provided compliant rest periods or payment of one additional hour of pay at their
28 regular rates of compensation when they have not been provided a compliant rest period.

1 19. Plaintiff is informed and believes, and alleges, that Defendants knew or should
2 have known that Plaintiff and Aggrieved Employees have been entitled to receive complete and
3 accurate wage statements in accordance with California law. In violation of the California Labor
4 Code, Plaintiff and Aggrieved Employees have not been furnished complete and accurate wage
5 statements.

6 20. Plaintiff is informed and believes, and alleges, that Defendants knew or should
7 have known that Plaintiff and Aggrieved Employees have been entitled to timely payment of
8 wages during their employment. In violation of the California Labor Code, Plaintiff and
9 Aggrieved Employees have not received payment of all wages, including, but not limited to,
10 meal period and/or rest period premium wages, within permissible time periods.

11 21. Plaintiff is informed and believes, and alleges, that Defendants knew or should
12 have known that Plaintiff and Aggrieved Employees were entitled to timely payment of all
13 wages earned upon termination of employment. In violation of the California Labor Code,
14 Plaintiff and Aggrieved Employees have not received payment of all wages due, including, but
15 not limited to, meal period and/or rest period premium wages, within permissible time periods.

16 22. At all times herein set forth, PAGA provides that any provision of law under the
17 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
18 collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the
19 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by
20 aggrieved employees in a civil action brought on behalf of themselves and other current or
21 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

22 23. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
23 person who was employed by the alleged violator and against whom one or more of the alleged
24 violations was committed.”

25 24. Plaintiff and other current and former employees of Defendants are “aggrieved
26 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or
27 former employees and one or more of the alleged violations were committed against them.

28 25. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved

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

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

- (a) The aggrieved employee or representative shall give (a) 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 (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee's notice filed with the LWDA pursuant to Section 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

27. On December 23, 2021, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with the applicable filing fee of seventy-five dollars (\$75). A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated December 23, 2021 ("Initial LWDA Notice"), is attached as Exhibit 1.

28. On April 21, 2022, Plaintiff provided a supplemental written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with the applicable filing fee of seventy-five dollars (\$75). A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated April 21, 2022 ("Supplemental LWDA Notice"), is attached as Exhibit 2.

29. As of the filing of this complaint, over 65 days have passed since Plaintiff sent the Initial LWDA Notice and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations. Upon the passage of 65 days from since Plaintiff sent the Supplemental LWDA Notice described above to the LWDA, Plaintiff will file a First Amended PAGA Complaint also explaining whether the LWDA has responded that it intends to investigate Plaintiff's claims or whether Defendants have not cured the violations.

30. Thus, Plaintiff has and/or will continue to satisfy the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 512(a), and 1198 as well as all applicable IWC Wage Orders.

31. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth herein.

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

33. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all Aggrieved Employees, and the State of California against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), and 1198 as well as all applicable IWC Wage Orders.

FIRST CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code sections 2698, *et seq.*

(Against all Defendants)

34. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

35. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover various civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 512(a), and 1198.

36. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violations of Labor Code sections 226.7, 512(a), and 1198, and the

applicable IWC Wage Order for Defendants' failure to provide Plaintiff and Aggrieved Employees with meal periods and/or pay meal period premiums and/or pay meal period premiums at the correct rate of pay, as set forth below;

- (b) Violations of Labor Code sections 226.7 and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and Aggrieved Employees with rest periods and/or pay rest period premiums and/or pay rest period premiums at the correct rate of pay, as set forth below;
- (c) Violations of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to furnish accurate and complete wage statements to Plaintiff and Aggrieved Employees, as set forth below;
- (d) Violations of Labor Code section 204 for failure to timely pay Plaintiff and Aggrieved Employees all earned wages during employment, as stated below; and
- (e) Violations of Labor Code sections 201, 202, and 203, for failure to timely pay all earned wages upon termination, as set forth below.

**FAILURE TO PROVIDE AND PROPERLY RECORD MEAL PERIODS IN
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), AND 1198 AND
CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBD. 11**

37. At all relevant times, the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and Aggrieved Employees' employment by Defendants.

38. At all relevant times set forth, Labor Code sections 226.7, 512(a) and 1198 and the applicable Wage Order require employers to provide meal 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, and if not provided, to also pay an employee one additional hour of pay at the employee's regular rate of compensation.

39. At all relevant times set forth, Defendants have not provided Plaintiff and Aggrieved Employees an opportunity to take first or second meal periods and, further, took no efforts to relieve them of all of their duties such that Plaintiff and Aggrieved Employees could take compliant meal periods. As a result, Plaintiff and Aggrieved Employees have frequently not been permitted to take timely compliant meal periods. Also, for the same reason, Defendants have not authorized and permitted Plaintiff and Aggrieved Employees who worked in excess of ten hours but not longer than twelve hours and who did not waive their legally-mandated meal periods by mutual consent to take a second uninterrupted meal period of not less than thirty minutes. On information and belief, Defendants have failed to provide meal periods and as a matter of policy and practice, Defendants have not provided Plaintiff and Aggrieved Employees with full thirty-minute meal periods for each day worked where they are free from Defendants' required duties and control. Defendants have subjected Plaintiff and Aggrieved Employees to control and demanding duties throughout their workday, even during times which should constitute uninterrupted duty-free meal periods. Defendants have encouraged and required Plaintiff and Aggrieved Employees to stay working and to respond to company communications and/or remain under employer control.

1 40. During the relevant time period, Defendants have intentionally and willfully
2 required Plaintiff and Aggrieved Employees to work through meal periods. Defendants have
3 also engaged in a systematic, company-wide policy to not pay meal period premiums. As a
4 result, Defendants have failed to provide Plaintiff and Aggrieved Employees with compliant
5 meal periods and failed to pay the full meal period premiums due in violation of California
6 Labor Code sections 226.7 and 512 and applicable IWC Wage Order.

7 41. Moreover, upon information and belief, Defendants have engaged in a
8 systematic, company-wide practice and/or policy of not paying meal period premiums for
9 Plaintiff and Aggrieved Employees in violation of Labor Code sections 226.7 and 512(a), and
10 the applicable IWC Wage Order. As a result, Defendants have failed to provide Plaintiff and
11 Aggrieved Employees compliant meal periods in violation of California Labor Code sections
12 226.7 and 512 and have failed to pay full meal period premiums due.

13 42. When Defendants have paid meal period premium wages, they have been paid at
14 incorrect rates given Defendants' failure to incorporate non-discretionary pay into their regular
15 rate calculation. Because Defendants have not properly calculated their employees' regular rates
16 of compensation by including all remunerations, such as nondiscretionary bonuses, shift
17 differentials, and/or incentive pay, any premiums paid for meal period violations have been paid
18 at an incorrect rate and have resulted in an underpayment of meal period premium wages. In
19 other words, when Defendants have paid employees meal period premium payments, the regular
20 rate of pay for calculating the premium payment has not included all required remunerations or
21 the correct calculation. For example, when Plaintiff and Aggrieved Employees have been paid a
22 shift differential, bonus, incentive pay, or other nondiscretionary payments, Defendants have not
23 paid all meal period premium wages because Defendants have paid meal period premium wages
24 at a lower rate than required by California law. Furthermore, to the extent Defendants have paid
25 meal period premium wages to Plaintiff and Aggrieved Employees, such payments have been
26 admissions of Defendants' failure to provide meal periods.

27 43. Pursuant to California Labor Code section 226.7(b) and the applicable IWC
28 Wage Order, Plaintiff and Aggrieved Employees are entitled to recover from Defendants one

1 additional hour of pay at their regular rates of compensation for each workday that a required
2 meal period was not provided.

3 44. Accordingly, Defendants have failed to provide all meal periods and/or pay all
4 meal period premiums in violation of Labor Code sections 226.7, 512, and 1198 and Wage
5 Order No. 5. Plaintiff and other Aggrieved Employees are therefore entitled to penalties,
6 attorneys' fees, costs, and interest, pursuant to Labor Code sections 226.7, 512, 558, 1198, and
7 2699(a), (f), and (g).

8 **FAILURE TO PROVIDE REST PERIODS IN**
9 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 1198 AND**
10 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBD. 12**

11 45. At all relevant times, California Labor Code sections 226.7 and 1198, and the
12 applicable IWC Wage Order were applicable to Plaintiff's and Aggrieved Employees'
13 employment by Defendants.

14 46. At all relevant times, California Labor Code section 226.7 provides that no
15 employer shall require an employee to work during any rest period mandated by an applicable
16 IWC Wage Order. The applicable Wage Order provides that "[e]very employer shall authorize
17 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
18 of each work period" and that the "rest period time shall be based on the total hours worked
19 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof"
20 unless the total daily work time is less than three and one-half (3½) hours. Cal. Code Regs. tit.
21 8, § 11050, subd. 12. To comply with its obligation to provide rest periods under California
22 Labor Code section 226.7 and the applicable Wage Order, an employer must "relinquish any
23 control over how employees spend their break time, and relieve their employees of all duties—
24 including the obligation that an employee remain on call. A rest period, in short, must be a
25 period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

26 47. California Labor Code section 226.7 provides that no employer shall require an
27 employee to work during any rest period mandated by an applicable order of the IWC. Pursuant
28 to California Labor Code section 226.7(b) and the applicable IWC Wage Order, Plaintiff and

Aggrieved Employees are entitled to recover from Defendants one additional hour of pay at their regular rates of compensation for each workday that a required rest period was not provided. Defendants' policies and/or practices have prevented Plaintiff and Aggrieved Employees from being relieved of all duty to take compliant rest periods. As a result, Plaintiff and Aggrieved Employees have frequently worked shifts in excess of 3.5 hours, in excess of 6 hours, in excess of 10 hours, in excess of 14 or more hours, without receiving all uninterrupted net ten minute rest periods to which they have been entitled. Defendants have subjected Plaintiff and Aggrieved Employees to control and demanding duties throughout their workday, even during times which should constitute uninterrupted duty-free rest periods. Defendants have encouraged and required employees to stay working and to respond to company communications and/or remain under employer control.

48. Moreover, upon information and belief, Defendants have engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not provided. Additionally, when rest period premium wages have been paid, they have been paid at incorrect rates given Defendants' failure to incorporate non-discretionary pay into their regular rate calculation. Because Defendants have not properly calculated their employees' regular rates of pay by including all remunerations, such as nondiscretionary bonuses, shift differentials, and/or incentive pay, any premiums paid for rest period violations have been paid at an incorrect rate and have resulted in an underpayment of rest period premium wages. In other words, when Defendants have paid employees 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 Plaintiff and Aggrieved Employees have been paid a shift differential, bonus, incentive pay, or other nondiscretionary payments, Defendants have not paid all rest period premium wages because Defendants have paid rest period premium wages at a lower rate than required by California law. Furthermore, to the extent Defendants have paid rest period premium wages to Plaintiff and Aggrieved Employees, such payments have been admissions of Defendants' failure to provide rest periods.

49. Thus, Defendants have denied Plaintiff and Aggrieved Employees rest periods and failed to pay them rest period premium wages due, in violation of California Labor Code section 226.7 and the applicable IWC Wage Order. Because Defendants have not properly calculated Plaintiff's and Aggrieved Employees' regular rates of pay by including all remunerations, such as nondiscretionary bonuses, shift differentials, and/or incentive pay, any premiums paid for rest period violations have also been paid at an incorrect rate and have resulted in an underpayment of rest period premium wages.

50. Accordingly, Defendants have failed to provide all rest periods and/or pay all rest period premiums in violation of Labor Code sections 226.7, and 1198 and Wage Order No. 5. Plaintiff and other Aggrieved Employees are therefore entitled to penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 226.7, 1198, and 2699(a), (f), and (g).

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
VIOLATIONS OF LABOR CODE SECTIONS 226(a) AND 1198

51. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay. Defendants have not provided Plaintiff 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).

1 52. Defendants have not provided Plaintiff and Aggrieved Employees with properly
2 itemized wage statements.

3 53. Defendants have provided Plaintiff and Aggrieved Employees with incomplete
4 and inaccurate wage statements. Defendants have failed to provide accurate wage statements for
5 Plaintiff and Aggrieved Employees showing, among other things, gross wages earned, total hours
6 worked, net wages earned, and all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate, and/or failing to state all hours worked
8 as a result of not recording or stating all the hours that Plaintiff and Aggrieved Employees worked.

9 54. Because Defendants have failed to provide, among other things, the accurate
10 number of total hours worked, as well as gross wages earned, and net wages earned on wage
11 statements, Plaintiff and Aggrieved Employees have been prevented from verifying, solely from
12 information on the wage statements themselves, that they were paid correctly and in full.
13 Instead, Plaintiff and Aggrieved Employees have had to look to sources outside of the wage
14 statements themselves and reconstruct time records to determine whether in fact they were paid
15 correctly and the extent of underpayment, thereby causing them injury.

16 55. Furthermore, because Defendants have not calculated the regular rate of pay
17 correctly for purposes of paying meal period and/or rest period premium wages, Defendants
18 have not listed the correct amount of gross wages and net wages earned by Plaintiff and
19 Aggrieved Employees in violation of Sections 226(a)(1) and (5). In other words, Defendants
20 have failed to pay all meal period and rest period premiums to Plaintiff and Aggrieved
21 Employees, especially at the correct rate regular rate of compensation, Defendants have not
22 listed the correct amount of gross wages and net wages earned by Plaintiff and Aggrieved
23 Employees in violation of Sections 226(a)(1) and (5).

24 56. Plaintiff and other Aggrieved Employees are therefore entitled to recover
25 penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 226(a), 226.3,
26 1198.5, and/or 2699(a), (f), and (g).
27
28

**FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT IN
VIOLATION OF LABOR CODE SECTION 204**

57. At all times relevant herein set forth, 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.

58. At all times relevant herein, 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.

59. At all times relevant herein, 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 times relevant herein, 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.

60. At all relevant times herein, Defendants failed to pay Plaintiff and Aggrieved Employees all wages due including, but not limited to, meal period and/or rest period premium wages within the time periods specified by California Labor Code section 204.

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

**FAILURE TO PAY WAGES UPON TERMINATION IN
VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

62. At all times relevant herein set forth, California Labor Code sections 201 and 202 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 his or her

1 employment, his or her wages shall become due and payable not later than seventy-two hours
2 thereafter, unless the employee has given seventy-two hours previous notice of his or her
3 intention to quit, in which case the employee is entitled to his or her wages at the time of
4 quitting.

5 63. During the relevant time period, on information and belief, Defendants have
6 failed to pay Plaintiff and Aggrieved Employees who are no longer employed by Defendants all
7 their earned wages at the time of discharge or within seventy-two hours of their leaving
8 Defendants' employ, including but not limited to, meal period and/or rest period premium
9 wages, in violation of California Labor Code sections 201 and 202.

10 64. Defendants' failure to pay Plaintiff and Aggrieved Employees who are no longer
11 employed by Defendants their wages earned and unpaid at the time of discharge, or within 72
12 hours of their leaving Defendants' employment, violates Labor Code sections 201, 202, and
13 203. Plaintiff and Aggrieved Employees are therefore entitled to recover civil penalties,
14 attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

15 **REQUEST FOR JURY TRIAL**

16 65. Plaintiff requests a trial by jury.

17 **PRAYER FOR RELIEF**

18 Plaintiff, on behalf of the State of California and all Aggrieved Employees, prays for
19 relief and judgment against Defendants, jointly and severally, as follows:

20 1. For civil penalties and attorneys' fees and costs in excess of twenty-five thousand
21 dollars (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different
22 amount.

23 **As to the First Cause of Action**

24 2. That the Court declare, adjudge and decree that Defendants violated the
25 following California Labor Code provisions as to Plaintiff and/or Aggrieved Employees: 226.7,
26 512(a), and 1198 (by failing to provide all meal periods); 226.7 and 1198 (by failing to provide
27 all rest periods); 226(a) and 1198 (by failing to provide accurate wage statements); 204 (by
28 failing to timely pay all earned wages during employment); 201, 202, and 203 (by failing timely

1 to pay all earned wages upon termination);

2 3. For civil penalties pursuant to California Labor Code sections 226.3, 558,
3 2699(a) and/or 2699(f) and (g), for violations of California Labor Code sections 201, 202, 203,
4 204, 226(a), 226.7, 512(a), 1198, 1198.5, as well as all applicable IWC Wage Orders;

5 4. For attorneys' fees and costs pursuant to California Labor Code section
6 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
7 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 512(a), and 1198;

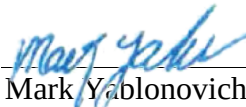
8 5. For pre-judgment and post-judgment interest as provided by law; and

9 6. For such other and further relief as the Court may deem equitable and
10 appropriate.

11
12 Dated: May 10, 2022

Respectfully submitted,

13 Law Offices of Mark Yablonovich

14
15 By: 

Mark Yablonovich

Lisa Hartlep

Tony Roberts

16 Attorneys for Plaintiff Karen Roldan, a proxy for
17 the State of California as an aggrieved employee
18 pursuant to the Private Attorneys General Act

EXHIBIT 1

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

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,

DocuSigned by:



7CCF27D408C9D4...
Polaris Law Group LLP
William L. Marder

EXHIBIT 2

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

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

Page 2 of 16

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.

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

April 21, 2022

Page 3 of 16

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

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

April 21, 2022

Page 4 of 16

(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.

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

April 21, 2022

Page 5 of 16

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.

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

April 21, 2022

Page 6 of 16

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).

Re: *Karen Roldan v. Lucile Salter Packard Children's Hospital at Stanford*
April 21, 2022
Page 7 of 16

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

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

April 21, 2022

Page 8 of 16

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

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

April 21, 2022

Page 9 of 16

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).

Re: *Karen Roldan v. Lucile Salter Packard Children's Hospital at Stanford*
April 21, 2022
Page 10 of 16

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.

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

April 21, 2022

Page 11 of 16

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

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

April 21, 2022

Page 12 of 16

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.

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

April 21, 2022

Page 13 of 16

(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

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

April 21, 2022

Page 14 of 16

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).

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

April 21, 2022

Page 15 of 16

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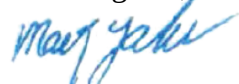
Accordingly, Ms. Roldan seeks the remedies set forth above for herself, the State of California, and all other Aggrieved Employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), and 2699.5, Ms. Roldan, acting in the public interest 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

Re: *Karen Roldan v. Lucile Salter Packard Children's Hospital at Stanford*
April 21, 2022
Page 16 of 16

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,

DocuSigned by:



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Polaris Law Group LLP
William L. Marder