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Attorneys for Plaintiff
MARK MORANVILLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

THANH PHAN, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

ST. JUDE MEDICAL CENTER, a
California Corporation; ST. JUDE
HOSPITAL, a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

MARK MORANVILLE, as an individual
on behalf of himself and on behalf of all
others similarly situated,

Plaintiffs,

v.

ST. JUDE HOSPITAL, a California
Corporation; ST. JUDE HERITAGE
MEDICAL GROUP, A MEDICAL
CORPORATION, a California
Corporation; and DOES 1-100, inclusive,

Defendants.

Case No. 30-2022-01244478-CU-OE-CXC
[Consolidated with
Case No. 30-2022-01246853-CU-OE-CXC]

**DECLARATION OF SEPIDEH ARDESTANI
IN SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

[Filed Together with Declaration of Mark
Moranville]

Date: December 29, 2023

Time: 9:00 a.m.

Judge: Hon. William D. Claster

Dept.: CX101

Reservation No.

1 I, SEPIDEH ARDESTANI, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 am a senior associate at Crosner Legal, PC. My firm serves as counsel of record for Plaintiffs in the
4 above-captioned matter. If called to testify as to the facts within, I would and could competently do
5 so.

6 2. Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff Moranville's
7 notice to the Labor and Workforce Development Agency.

8 3. Attached hereto as **Exhibit 2** is a true and correct copy of the confirmation email sent
9 to my office confirming that Plaintiff Moranville's notice to the Labor and Workforce Development
10 Agency that was submitted via online portal on April 1, 2022.

11 4. I attest that I have no conflict of interest with the class administrator, ILYM Group.

12 5. I aver that I am not aware of any other pending matter or action asserting claims that
13 will be extinguished or adversely affected by this Settlement.

14 **CROSNER LEGAL'S EXPERIENCE**

15 6. I graduated from the University of California Los Angeles with a bachelor's degree
16 in science in Anthropology in 2004. After college, I attended Whittier Law School where I earned
17 my Juris Doctorate in 2009. I graduated from Santa Clara University School of Law in 2010 where
18 I earned an LL.M. in intellectual property law. I have been a member of the California Bar since
19 2010. Prior to joining Crosner Legal, P.C. I worked as a litigation attorney at Sirkin Law Group,
20 P.C. from 2010-2012 and worked as a senior attorney at Gaines & Gaines, APLC from 2012-2021
21 representing employees in wage and hour class action and Private Attorneys General Act
22 representative actions. I was selected by Super Lawyers as a "Southern California Rising Star" from
23 2020-2022.

24
25 7. I was class counsel or co-counsel in the following class and PAGA matters: *Adams*
26 *v. Sam's West, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1403987; *Armendariz*
27 *v. Integrated Pain Management Medical Group, Inc.*, Kern County Superior Court, Case No. BCV-
28 19-100267-SDS; *Barrow, et al. v. Desmond Foods, L.P.*, Sacramento County Superior Court, Case

1 No. 34-2015-00187227; *Bourland v. Horizon Personnel Services, Inc.*, Sacramento County Superior
2 Court, Case No. 34-2014-00161365-CU-OE-GDS; *Caporicci v. Owens & Minor Distribution, Inc.*,
3 San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK; *Carrillo v. Bimbo*
4 *Bakeries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1606813; *Caudillo v. Aegis*
5 *Treatment Centers, LLC*, Merced County Superior Court, Case No. 18CV-0744; *Clothier v. Spar*
6 *Marketing Services, Inc.*, Alameda County Superior Court, Case No: RG12-639317; *Covarrubias,*
7 *et al. v. Petersendean Builder Group, Inc.*, Kern County Superior Court, Case No. BCV-16-101122;
8 *Dabney v. Coneybeare, LLC*, et al., Orange County Superior Court, Case No. 30-2018-00999989-
9 CU-OE-CXC; *Estrada v. OS Restaurant Services, LLC*, Santa Clara County Superior Court, Case
10 No. 16CV293249; *Gagnon v. Banc of California*, Contra Costa County Superior Court, Case No. C
11 15-00196; *Garcia v. Old Dominion Freight Line, Inc.*, San Bernardino County Superior Court, Case
12 No. CIVDS1404636; *Gutierrez v. Asset Management Specialists, Inc.*, Fresno County Superior
13 Court, Case No. 12CECG03577; *Holmes v. Bottling Group, LLC*, Stanislaus County Superior Court,
14 Case No. 2022584.

16 8. Zachary M. Crosner is a 2010 graduate of University of San Diego School of Law,
17 and has some 13 years of experience as a practicing attorney, all of which have focused on litigation
18 of employment, labor law, consumer, and class action claims. Following graduation, he immediately
19 began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where
20 he had the fortune of working directly with past presidents of the consumer attorneys and recipients
21 of trial attorneys of the year awards. He also worked for former CAALA and CLAY trial attorney
22 of the year recipient, attorney Conal Doyle, as his sole associate attorney. During his tenure at these
23 firms, he focused on advocating for the rights of consumers and employees in class action litigation,
24 civil rights and employment litigation, catastrophic injuries, insurance bad faith, and appellate
25 litigation.

27 9. In 2013, Mr. Crosner founded the law firm of Crosner Legal, P.C., which since its
28 inception has focused almost exclusively on wage and hour class actions and other labor and

1 employment law cases representing plaintiffs. Currently, over ninety percent (90%) of the firm's
2 practice is dedicated exclusively to the prosecution of wage and hour class actions, and the law firm
3 is currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty (50) wage
4 and hour class actions and/or PAGA representative actions in both federal and state courts
5 throughout California.

6 10. Mr. Crosner currently is an executive board member of the Wage and Hour
7 Committee and the Legislative Committee for the California Employment Lawyers Association; a
8 member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
9 Wage and Hour Committee member and Class Action Committee member for the National Trial
10 Lawyers; a member of the American Association for Justice; and a member of the Pound Civil
11 Justice Institute. He was selected by Super Lawyers as a "Southern California Rising Star" for
12 employment and labor law for 2018-2020.

13 11. Mr. Crosner has been appointed as lead counsel or co-counsel in the following class
14 and PAGA matters: *Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D.
15 Cal.); *Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty.
16 Super Ct.); *Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super.
17 Ct.), *Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings
18 Cty. Super Ct.), *Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.),
19 *Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty.
20 Super. Ct.), *Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.);
21 *Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.);
22 *Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino
23 Cty. Super. Ct.); *Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.),
24 *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super.
25 Ct.), *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super.
26 Ct.); *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.);

1 *Herrera v. TVI, Inc., et al.*, Case No. CIVDS1722863 (San Bernardino County Superior Court);
2 *Echeverria v. Technicote, Inc.*, Case No. RIC1714621 (Riverside County Superior Court), *Verduzco*
3 *v. Ramco Enterprises, LP, et al.*, Case No. 18CV004104 (Monterey County Superior Court);
4 *Gonzalez v. Power Design, Inc.*, Case No. 19STCV31839 (Los Angeles County Superior Court);
5 *Weston v. Cuesta Investments*, Case No. 18CV04823 (Santa Barbara County Superior Court);
6 *Martinez v. DNNEY Trade Co.*, Case No. 18STCV09631 (Los Angeles County Superior Court);
7 *Navarro v. Ressac*, Case No. 19STCP00319 (Los Angeles County Superior Court); *Villalta v. Stars*
8 *Recreation Center*, Case No. FCS054507 (Solano County Superior Court); *Anglin v. Sonnikson and*
9 *Stahl Construction*, Case No. CIVMSC19-00149 (Contra Costa County Superior Court); *Rosendahl*
10 *v. Riverside Metro Auto Group*, Case No. RIC1903707 (Riverside County Superior Court); *Hawkins*
11 *v. SAS Retail Services, Inc.*, Case No. 30-2017-00958467-CU-OE-CXC (Orange County Superior
12 Court); *Salazar v. National Labor Contractors, et al.*, Case No. CIVDS1905225 (San Bernardino
13 County Superior Court); *Reyes v. Assa Abloy Door Controls and Accessories Group, Inc.*, Case No.
14 56-2019-00523849-CU-OE-VTA (Ventura County Superior Court); *Castillo v. Gaither's Family*
15 *Homes, Inc.*, Case No. VCU277188 (Tulare County Superior Court); *Canales v. Fashion Design,*
16 *LLC*, Case No. 30-2019-010529520CU-OD-CXC (Orange County Superior Court); *Thomas v*
17 *Californian-Magnolia Convalescent Hospital, Inc.*, Case No. RIC1901197 (Riverside Superior
18 Court); *Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No.
19 20STCV44190; *Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles County Superior
20 Court Case No. 20STCV05951; *Leon, et al. v. Sierra Aluminum Company, et al.*, San Bernardino
21 County Superior Court Case No. CIVDS2010856; *Moyal v. Cabinets To Go, LLC*, Los Angeles
22 County Superior Court Case No. 20STCV32477; *Rangel v. Bassett Direct NC, LLC*, Orange County
23 Superior Court Case No. 30-2018-01040101-CU-OE-CXC; *Buys v. Sizewise Rentals, Inc., et al.*,
24 Sacramento County Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Valencia v. VM*
25 *Tree Service, Inc., et al.*, Riverside County Superior Court Case No. RIC1819395; *Rael v.*
26 *Intercontinental Hotels Group Resources, Inc.*, Los Angeles County Superior Court Case No.

1 19STCV16010; *Cervantez v. Valley Pallet, Inc.*, Sacramento County Superior Court Case No. 34-
2 2018-00234334-CU-OE-GDS; *Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD*, et al.,
3 Los Angeles Superior Court Case No. 19STCV15797; *Holtegaard, et al. v. Howroyd-Wright*
4 *Employment Agency, Inc. dba AppleOne Corporation Services, et al.*, USDC C.D. Cal. Case No.
5 5:20-cv-00509 JGB (KKx); *Findley, et al. v. Avenue5 Residential, LLC, et al.*, Los Angeles County
6 Superior Court Case No. 20STCV34633; *Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*,
7 Riverside County Superior Court Case No. RIC1905276; *Bolanos v. FSC Corporation dba Il*
8 *Pastaio Restaurant, et al.*, Los Angeles County Superior Court Case No. BC722758; *Cannon v.*
9 *Pasadena Hospital Association, LTD dba Huntington Hospital*, Los Angeles County Superior Court
10 Case No. 19STCV14554; *Kapusta v. Cardinale Motors SLO, Inc., et al.*, Kern County Superior
11 Court Case No. BCV-20-101593; *McCauley v. Mullahey Ford, Inc., et al.*, San Luis Obispo County
12 Superior Court Case No. 21CV0001; *Collins v. Bridge Staffing*, Orange County Superior Court Case
13 No. 30-2016-00877510-CU-OE-CXC; *Perea, et al. v. Horizon Staffing, et al.*, Sacramento County
14 Superior Court Case No. 34-2018-00243114; *Martinez v. Global Elite Group, Inc., et al.*, Los
15 Angeles County Superior Court Case No. BC670100; *Alonzo v. Brenntag Pacific*, Los Angeles
16 County Superior Court Case No. 20STCV20030; *Amador v. Colonial Care Center*, Los Angeles
17 County Superior Court Case No. 22STCV21067; *Avila, et al. v. Shannon Ranches, Inc., et al.*, Lake
18 County Superior Court Case No. CV418366; *Avilez v. Full Steam Staffing, et al.*, San Bernardino
19 Superior Court Case No. CIVDS2006572; *Barron et al. v. Paragon Building Maintenance*, Los
20 Angeles Superior Court Case No. BC713754; *Sanchez v. Pratt Communications, Inc.*, Orange
21 County Superior Court Case No. 30-2019-01059205-CU-OE-CXC; *Bland v. Marin Airporter*,
22 Marin County Superior Court Case No. CIV 2003640; *Calderon v. Physicians for Healthy*
23 *Hospitals, Inc., et al.* Riverside County Superior Court Case No. MCC2001482; *Cannon v. Trustaff*
24 *Travel Nurses, Inc.*, Alameda County Superior Court Case No. RG20057959; *Chavez, et al. v. Big*
25 *5 Corp.*, Riverside Superior Court Case No. RIC1902224; *Chirigotis v. D'Addario & Company,*
26 *Inc., et al.*, Los Angeles County Superior Court Case No. BC688900; *Coleman-House v. AN Tow*,

1 *Inc.*, Los Angeles County Superior Court Case No. BC702029; *Collins v. Danbarb, Inc.*, Los
2 Angeles County Superior Court Case No. 20STCV44190; *Combest v. Ninety Five South, Inc.*, Los
3 Angeles County Superior Court Case No. 21STCV02842; *Cuevas-Martinez v. C&R Restaurant*
4 *Group*, Orange County Superior Court Case No. 30-2020-01156478-CU-OE-CXC; *De La Hoya, et*
5 *al. v. Sierra Finish, Inc.*, San Bernardino Superior Court Case No. CIVSB2107351; *Dones v. Alan*
6 *Ritchey, Inc.*, Los Angeles County Superior Court Case No. 19STCV29446; *Edwards, et al. v.*
7 *Careerstaff Unlimited, LLC, et al.*, Orange County Superior Court Case No. 30-2020-01176349-
8 CU-OE-CXC; *Dominguez v. Bill & Wags, Inc.*, San Bernardino Superior Court Case No.
9 CIVDS1934112; *Stricklin, et al. v. First Alarm Security & Patrol, Inc.*, Santa Clara County Superior
10 Court Case No. 18CV323753; *French v. Lonza Biologics, Inc.*, Los Angeles County Superior Court
11 Case No. 21STCV08097; *Fuller v. KarPlus Warehouse, Inc.*, Los Angeles County Superior Court
12 Case No. BC707943; *Gilbert v. Pirate Cove Management, LLC*, San Bernardino Superior Court
13 Case No. CIVSB2212283; *Hunter v. 72 Hour LLC, et al.*, Santa Cruz County Superior Court Case
14 No. 22CV00661; *Johnson v. Insulet Corporation*, USDC C.D. Cal. Case No. 2:20-cv-05418-VAP-
15 KES; *Hernandez v. S&S Douglas Pipeline, Inc.*, Riverside County Superior Court Case No.
16 RIC1800421; *Lopez v. Frito-Lay, Inc.*, Los Angeles County Superior Court Case No.
17 21STCV01652; *McCord v DCCI*, Riverside Superior Court Case No. RIC1612928; *McCullough v*
18 *Pioneers Memorial Healthcare Dist.*, Imperial County Superior Court Case No. ECU000808;
19 *Merino v. Sterling Motors Ltd.*, Orange County Superior Court Case No. 30-2020-01175391-CU-
20 OE-CX; *Meza v. ProCourier, Inc.*, San Diego County Superior Court Case No. 37-2016-00043282-
21 CU-OE-CTL; *Noriega v. MP Mine Operations LLC*, San Bernardino Superior Court Case No.
22 CIVDS1903740; *Nowakowski v. Cemex, Inc. et al.*, USDC C.D. Cal. Case No. 5:17-CV-02475-TJH
23 (SHKx); *Poteete v. J.W. Floor Covering*, San Diego County Superior Court Case No. 30-2018-
24 00009216-CU-OE-CTL; *Ramirez v. Genesis Logistics*, Los Angeles County Superior Court Case
25 No. 20STCV22055; *Reed, et al. v. Williams-Sonoma Stores, Inc., et al.*, San Francisco County
26 Superior Court Case No. CGC-22-598118; *Robinson v. Paragon Systems, Inc.*, Los Angeles County
27
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1 Superior Court Case No. BC720142; *Sales, et al. v. The Centurion Group, Inc.*, Los Angeles County
2 Superior Court Case No. BC689346; *Sanchez v. Randy's Trucking, Inc.*, Kern County Superior
3 Court Case No. BCV-19-102194; *Sepulveda v. Podesta Packing LLC*, San Joaquin County Superior
4 Court Case No. STK-CV-UOE-2019-0010758; *Valencia v. Kaweah Container, Inc.*, Tulare County
5 Superior Court Case No. VCU280586; *Villegas, et al. v. Ironwood Restaurant*, Orange County
6 Superior Court Case No. 2018-0000975085-CU-OE-CXC; *West v. EPCM-RMS, et al.*, Los Angeles
7 County Superior Court Case No. 19STCV31373; *Yarrito v. Modern Parking, Inc.*, Los Angeles
8 County Superior Court Case No. BC638154; *Reyes v. Ahlem Ranch, et al.*, Merced County Superior
9 Court Case No. 19CV-02502; *Solis v. Neutron Holdings, et al.*, San Diego County Superior Court
10 Case No. 37-2020-00015614-CU-OE-CTL; *Reyes v. Cal Terra LLC*, Merced County Superior Court
11 Case No. 20CV-00084; *Contabile v K.E.W. Corporation*, Solano County Superior Court Case No.
12 FCS053747; *Hernandez v. Klingbeil Capital Management, et al.*, San Bernardino County Superior
13 Court Case No. CIVSB2208148.

15 12. Jamie Serb a partner and managing attorney of the wage and hour department with
16 Crosner Legal. She graduated from the University of California, San Diego in 2004 and graduated
17 from California Western School of Law in 2013, and has been a member of the California Bar since
18 2013. She gained extensive experience in wage and hour litigation, beginning work as a class action
19 attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley
20 Law Firm, APLC). She has handled wage and hour class actions and PAGA lawsuits for over six
21 (6) years and has assisted in obtaining millions of dollars for employees during her years of practice
22

23 13. Ms. Serb has been substantially involved in all phases of this litigation and in the
24 following wage and hour class and PAGA cases as class/PAGA counsel: *Davis v. DS Waters of*
25 *America, Inc.* (Case No. 14-cv-00250 BAS (NLS)); *Kilbourne v. The Coca-Cola Company* (Case
26 No. 14-cv-00984-MMA-NLS); *Bonner v. Knight's Pumping & Portable Services, Inc.* (Case No. S-
27 1500-CV280623); *Verdina v. Atlas Disposal Industries, LLC* (Case No. 34-2013-00141318);
28 *Holmby v. Cardinal Logistics Management Corporation* (Case No. 3:15-cv-03382-JSC); *Kelly v.*

1 *Chico Produce, Inc.* (Case No. 34-2014-00163219); *Perez v. City of San Diego* (Case No. 37-2014-
2 00016621); *Porras v. DBI Beverage, Inc.* (Case No. 114CV266154); *Hernandez v. Premium of*
3 *Tennessee, Inc.* (Case No. 37-2014-00028072); *Esparza v. T.G.S. Transportation, Inc.* (Case No.
4 RG14718583); *Muro v. Team Campbell Logistics, LLC* (Case No. 37-2015-00007723); *Hernandez*
5 *v. Classic Distributing and Beverage Group, Inc.* (Case No. BC615317); *Tugas v. Hill-Rom*
6 *Company, Inc.* (Case No. 2:15-cv-02426-JAM-CKD); *Huguez v. KKW Trucking, Inc.* (Case No. 34-
7 2016-00190517); *Hilderbrand v. LinkUs Enterprises, LLC* (Case No. DR150155); *Parker v. Selland*
8 *Auto Transport, Inc.* (Case No. 3:15-cv-05635-ECM); *Smith v. Werner Enterprises, Inc.* (Case No.
9 8:15cv0287); *Vega v. Advance Beverage Co., Inc.* (Case No. BCV-16-100848); *Zamudio v.*
10 *Ameripride Services, Inc.* (Case No. RG16809666); *Henricks v. Antonini Freight Express, Inc.*
11 (Case No. STK-CV-UOE-2016-6999); *Moore v. Aramark Uniform Services, LLC* (Case No.
12 RG16832314); *Atchison v. Ashley Furniture Industries, Inc.* (Case No. 5:17-cv-00528-JAK-SP);
13 *Payton v. Atech Logistics, Inc.* (Case No. SCV-258595); *Mendoza v. Bi-Rite Food Service, Inc.*
14 (Case No. 17CIV02044); *Padilla v. California Gas Transport, Inc.* (Case No. 37-2016-00012433-
15 CU-OE-CTL); *Austin v. Canteen Vending; Compass Group, USA, Inc.* (Case No. RG16809670);
16 *Timothy v. Coastal Transport Co., Inc.* (Case No. 37-2016-00023458-CU-OE-CTL); *Lua v. DDG*
17 *Transport, Inc.* (Case No. 266342); *Sanchez v. Exact Staff, Inc.* (Case No. CIVDS1702554);
18 *Guerrero v. Halliburton Energy Services, Inc.* (Case No. 16-cv-1300); *Palacios v. White Cap*
19 *Construction Supply, Inc.* (Case No. 16-CV-002475); *Beach-Barrow v. The Hertz Corporation*
20 (Case No. RG17848833); *Cruz v. Hertz Equipment Rental Corporation* (Case No. 16-cv-03889);
21 *Caulfield v. ITS Logistics, LLC* (Case No. 37-2016-00044111-CU-OE-CTL); *Hobson v. Linde, LLC*
22 (Case No. CIVDS1613085); *Clavel v. La Jolla Beach & Tennis Club, Inc.* (Case No. 37-2017-
23 00004802-CU-OE-CTL); *Cabral v. Numark Transportation, Inc.* (Case No. RG17852307); *Helton*
24 *v. Pepsi-Cola Sales and Distribution, Inc.* (Case No. 17-cv-1135); *Randall v. Professional Auto*
25 *Transport, Inc.* (Case No. RG17847058); *McConville v. Renzenberger, Inc.* (Case No. 16-cv-
26 00578); *Thomas, et al. v. TransitAmerica Services, Inc.* (Case No. 37-2014-00018867-CU-OE-

1 CTL); *Kramer v. XPO Logistics, Inc.* (Case No. 16-cv-07039); *Bruccheri v. Aramark Uniform*
2 *Services, LLC* (Case No. 34-2017-00223408); *Hill v. Blue Apron, LLC* (Case No. RG17878905);
3 *Gonzalez v. Burlington Coat Factory Warehouse Corporation* (Case No. CIVDS1804785); *Fox v.*
4 *M.O. Dion & Sons, Inc.* (Case No. 37-2018-00019819); *Khosravi v. Gray Line Corporation, Inc.*
5 (Case No. CGC-17-563222); *Palacios v. HD Supply, Inc.* (Case No. 16CV002475); *Seip v. Hi-Way*
6 *Safety Rentals, Inc.* (Case No. CIVDS1709710); *Marquez v. Jack in the Box, Inc.* (Case No. BCV-
7 17-101998); *Hernandez v. MJ Industries, Inc.* (Case No. 37-2017-00003218); *Estrada v. Premier*
8 *Produce Company, Inc.* (Case No. 37-2017-00042054); *Kennedy v. P31 Enterprises, Inc.* (Case No.
9 18CECG00334); *Buys v. Sizewise Rentals, Inc.* (Case No. 34-2018-00225848); *Ayala v. Williams-*
10 *Sonoma, Inc.* (Case No. BC692815); *Mclain v. Tiger Lines, LLC* (Case No. STK-CV-UOE-2016-
11 0012987); *Armenta, et al v. Blue Beacon International* (San Bernardino County Case No.
12 CIVSB2206415); *Del Campo v. Ventura Investment Co.* (Santa Barbara County Case No.
13 22CV02147); *Villagomez v. Bayer U.S. LLC* (Sacramento County Case No. 34-2021-00314259-
14 CU-OE-GDS); *Michel, et al v. Valley Thrift Store, Inc.* (LASC Case No. 20STCV25886); *Correa,*
15 *et al v. Fedex Supply Chain, Inc.* (San Bernardino County Case No. CIVDS2023369); *Kapusta v.*
16 *Cardinale Motors SLO, Inc.* (Case No. BCV-20-101593-DRL); *Merino v. Sterling Motors, LTD dba*
17 *Sterling BMW of Newport Beach, et al* (Orange County Case No. 30-2020-01175391-CU-OE-CX);
18 *Combest v. Ninety Five South, Inc.* (LASC 21STCV02842); *Collins v. Danbarb, Inc. dba Taco Bell*
19 (LASC 20STCV44190); *Calderon v. Physicians for Healthy Hospitals, Inc.* (Riverside County Case
20 No. MCC2001482); *Rodriguez v. Sutter Valley Medical Foundation* (Stanislaus County Case No.
21 CV-20-002132; consolidated with CV-19-001331); *Alonzo v. Brenntag Pacific Inc.* (LASC
22 20STCV20030); *Valencia v. Kaweah Container Inc.* (Tulare County Case No. VCU280586); *Avilez*
23 *v. Full Steam Staffing* (San Bernardino Case No. CIVDS2006572); *Santana v. Jeff & Tony's DSD*
24 *LLC* (LASC Case No. 19STCV41499); *Jajuga v. Pilot Travel Centers, LLC* (San Bernardino Case
25 No. CIVDS1931464); *Larson v. Prime-Line Products* (San Bernardino Case No. CIVDS1934135);
26 *West v. EPCM-RMS, Inc.* (LASC Case No. 19STCV31373); *McCullough v. Pioneers Memorial*
27
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1 *Hospital* (Imperial County Case No. ECU000808); *Avila v. Shannon Ranches, Inc.* (Lake County
2 Case No. CIV418366); *Reagers v. Boar's Head* (LASC Case No. 20STCV12183); *McKnight v.*
3 *Everguard Home Insulation* (LASC Case No. 20STCV08446); *Robinson v. Pridestaff* (Riverside
4 Case No. RIC2001274); *Evans v. Whelan Security* (LASC Case No. 20STCV10973); *Viveros v. A*
5 *is for Apple* (Santa Clara County Case No. 20CV364476); *Cannon v. Huntington Memorial Hospital*
6 (LASC Case No. 19STCV14554); *Findley v. Avenue5 Residential LLC* (LASC 20STCV34958);
7 *Browning v. Huntington Health Physicians* (LASC Case No. 20STCV48262); *Lo v. Cyberpower*
8 (LASC Case No. 21STCV31479); *Le v. FutureTech Metals* (Riverside County Case No.
9 CVRI2105851); *Hernandez v. Klingbeil Capital Management* (San Bernardino County Case No.
10 CIVSB2208201).

12 14. I believe that the proposed settlement is in the Class Members' best interests based
13 on the negotiations and a detailed knowledge of the issues present in this action. The length and
14 risks of trial and perils of litigation that affect the value of the claims were all carefully weighed. In
15 addition, the affirmative defenses asserted by Defendant, the uncertainty of class certification, the
16 difficulties of complex litigation, the lengthy process of establishing specific damages and various
17 possible delays and appeals were also carefully considered by me in arriving at the proposed
18 settlement.

19 15. It is my opinion that \$30,000.00 is a fair and adequate award for Mr. Moranville's
20 service as the named plaintiff and class representative for the unpaid wage, missed lunch/rest breaks,
21 and cell phone reimbursement claims that were brought in the lawsuit. I believe that amount is fair
22 and reasonable in view of the work he has and will continue to perform on behalf of the class
23 members. I believe that his role in this lawsuit has resulted in a valuable benefit to the other
24 employees, and he has accepted the potential risk of being liable for the opposing parties' costs if
25 we were unsuccessful in this lawsuit. He understands the risk that news of this lawsuit could also
26 potentially impact his ability to secure other work. He is also agreeing to a different and much more
27 expansive release of claims than the other class members. His efforts included dedicating numerous
28

1 hours to lawsuit activities including, but not limited to: (a) communicating with my office to stay
2 informed of ongoing developments in the case and to discuss the proposed settlement; (b) searching
3 for and providing documents and other materials relating to his work experience; (c) responding to
4 requests for information relating to his work experience; and (d) reviewing filings and key
5 documents including drafts of the complaint and the settlement agreement. These tasks required at
6 least 30-40 hours of his time. He will also have to help in future tasks related to this lawsuit that
7 will require more hours of his time.
8

9
10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct. Executed this 16th day of November 2023, at Los Angeles,
12 California.
13

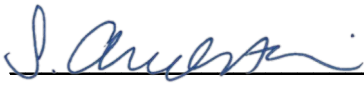
14 
15 _____
16 Declarant
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Exhibit 1



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Managing Attorney
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Ste. 301
Beverly Hills, CA 90210

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office: (310) 496-5818
fax: (310) 510-6429

April 1, 2022

VIA ONLINE FILING ONLY:

California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAfilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL:

CT Corporation System
Agent for Service of Process for:
St. Jude Hospital
330 N Brand Blvd. Ste 700
Glendale, CA 91203

James Benoit
Agent for Service of Process for:
**St. Jude Heritage Medical Group, A
Medical Corporation**
1835 Sunny Crest Drive,
Fullerton, CA 92835

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency; St. Jude Hospital; St. Jude
Heritage Medical Group, A Medical Corporation
Date: April 1, 2022
Subject: *Mark Moranville v. St. Jude Hospital and St. Jude Heritage Medical Group, A
Medical Corporation*

Introduction

This office represents COMPLAINANT, Mark Moranville (hereinafter "COMPLAINANT") in connection with COMPLAINANT's claims under the California Labor Code. COMPLAINANT was, at all relevant times herein mentioned, an employee of the following entities and individual managing agents of said entities: St. Jude Hospital and St. Jude Heritage Medical Group, A

Medical Corporation (hereinafter, these entities and its managing agents are collectively referred to as “EMPLOYER”). EMPLOYER may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, COMPLAINANT, on behalf of COMPLAINANT, and on behalf of all current and former non-exempt employees that worked for EMPLOYER, either directly or via a staffing agency, within one year of the date of this notice (“NON-EXEMPT AGGRIEVED EMPLOYEES”) and on behalf of all current and former exempt employees that worked for EMPLOYER, either directly or via a staffing agency, within one year of the date of this notice (“EXEMPT AGGRIEVED EMPLOYEES”), hereby gives written notice (“NOTICE”) of COMPLAINANT’s claims against EMPLOYER. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and EMPLOYER via certified mail to its Agent(s) for Service of Process as provided to the California Secretary of State.

This NOTICE also serves to demonstrate COMPLAINANT’s reasonable attempt at settlement with EMPLOYER. If EMPLOYER is interested in settling this matter before a lawsuit is filed, EMPLOYER may contact Crosner Legal, P.C. at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by COMPLAINANT to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—COMPLAINANT reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, EMPLOYER is on notice that COMPLAINANT continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that EMPLOYER intends to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the EMPLOYER shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, COMPLAINANT will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which COMPLAINANT will base COMPLAINANT’s claims, COMPLAINANT requests that the LWDA regard this NOTICE as written notice of COMPLAINANT’s intent to seek civil penalties against EMPLOYER.

COMPLAINANT, on behalf of COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that EMPLOYER has violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 216, 221-223, 226, 226.2, 226.7, 245-248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.3, 1199, 2751, 2802, 2810.5, and all applicable Wage Orders.

The Named Entities Are Joint Employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES

California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

COMPLAINANT is informed and believes and thereon alleges that at all relevant times EMPLOYER and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/ABC, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

COMPLAINANT believes and hereon asserts that EMPLOYER and unknown entities must be classified as joint employers of COMPLAINANT for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted COMPLAINANT to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of COMPLAINANT at all relevant times herein, so as to be considered the joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES. By reason of their status as joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. EMPLOYER, at all relevant times, was an employer or person acting on behalf of employer(s) who violated

COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "*a natural person* who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, the above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

COMPLAINANT intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. COMPLAINANT will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. COMPLAINANT asks and demands that EMPLOYER put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, COMPLAINANT also offers to EMPLOYER to place those individuals on notice if EMPLOYER voluntarily provides their contact information.

General Information

EMPLOYER and its managing agents own, operate, or otherwise manage St. Jude Medical Center, an acute care hospital with over 320 beds, nearly 700 physicians, and over 2,400 employees. Although EMPLOYER may have a noble mission, EMPLOYER does not comply with California labor law.

COMPLAINANT is currently employed by EMPLOYER as a non-exempt employee. COMPLAINANT works as a registered nurse at EMPLOYER's hospital in Fullerton, California in the county of Orange. COMPLAINANT worked in EMPLOYER's emergency department as a registered nurse for over 20 years until in or around mid 2021. COMPLAINANT currently works in EMPLOYER's endoscopic unit as a non-exempt registered nurse. While assigned to the emergency department, COMPLAINANT worked under an alternative workweek schedule in which he was scheduled to work twelve (12) hours per shift, three (3) shifts per week. Currently, COMPLAINANT works at least five (5) hours per shift, 3-5 shifts per week.

Among other things, EMPLOYER (1) failed and continues to fail to keep accurate and complete time records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (3) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; (4) failed and continues to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay

calculations; (5) failed and continues to fail to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (6) refused and continues to refuse to make and/or falsely denied the amount of payments due to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (7) failed and continues to fail to place COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (8) failed and continues to fail to provide legally compliant wage statements to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (9) made unlawful deductions from COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (10) failed and continues to fail to timely pay wages to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (11) failed and continues to fail to reimburse COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of EMPLOYER; (12) conducted and continues to conduct illegal criminal and/or financial background checks as a condition of COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' hire and continued employment; (13) required and continues to require COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continues to inquire into COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXPEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; and (14) required and continues to require COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a term or condition that violates the law as a condition of employment. Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

Recordkeeping Requirement Violations: California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

At all relevant times, EMPLOYER failed, and continues to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

EMPLOYER failed and continues to fail to keep accurate and complete records showing total hours worked by COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES by virtue of EMPLOYER's time rounding and/or auto deduction policies and practices and other mandated off-the-clock work policies and practices, described herein.

EMPLOYER further failed and continues to fail to keep accurate and complete records showing total hours worked by virtue of EMPLOYER's failure to relieve COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control for unpaid meal periods, resulting in unpaid hours worked.

EMPLOYER further failed, and continues to fail, to record the true start and end times of COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods.

EMPLOYER further failed and continues to fail, to record the true start and end times of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES' work shifts.

Additionally, EMPLOYER failed, and continues to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES.

EMPLOYER's failure to keep "accurate and complete" payroll records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.¹

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, COMPLAINANT did not sign a valid meal period waiver throughout COMPLAINANT's employment by EMPLOYER.

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), *and* (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided”).

Employers must pay employees an additional hour of wages at the employees’ regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5 ½) hours or more and were entitled to at least one thirty-minute uninterrupted meal period. However, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute first meal breaks. COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, remain on EMPLOYER’s premises during purported meal periods, remain tether to EMPLOYER’s communication devices, and/or work through part or all their meal periods due to the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely.

COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods interrupted and/or cut short due to commentary from supervisors, understaffing, and/or the nature and constraints of their job duties. For example, COMPLAINANT took a late meal period, was interrupted during his meal and/or was not provided with a meal period at least once per month. On some occasions, COMPLAINANT took a late meal period and/or was interrupted during his meal period several times per month due to the nature and constraints of his job duties. At all relevant times, COMPLAINANT was required to remain on EMPLOYER’s premises during purported meal periods. Moreover, COMPLAINANT was required to carry a company-provided radio and earpiece during his purported meal periods in order to be available in the event COMPLAINANT was asked to return to his job duties. As such EMPLOYER, required COMPLAINANT to remain on EMPLOYER’s premises and tethered to company-provided communication devices during purported meal periods. Based on information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES were also unable to take a timely meal period and/or were interrupted during purported meal period(s) and/or were asked to work through part of all of their purported meal period. Based on further information and belief, NON-EXEMPT

AGGRIEVED EMPLOYEES were also required to remain on EMPLOYER's premises and were tethered to EMPLOYER's communication devices during purported meal periods, and thus remained subjected to EMPLOYER's control during purported meal periods.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were instructed by their supervisors to clock out for meal periods but to continue working due to their need to assist patients and/or complete other work tasks.

Based on information and belief, EMPLOYER implemented a policy and/or practice of rounding the start and end times of NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods and/or of automatically deducting at least thirty minutes per shift for missed, short, interrupted, and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES did not receive compliant meal periods.

EMPLOYER implemented policies and/or practices that failed to relieve COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control during unpaid meal breaks. As explained above, COMPLAINANT was required to remain on EMPLOYER's premises during purported meal periods and was required to respond to work-related radio communications throughout his shift including but not limited to during purported meal periods.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES often completed off-the-clock work prior to their scheduled shift time which EMPLOYER failed to take into account when scheduling meal periods for NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its policies and practices resulted in the denial of uninterrupted meal periods owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

EMPLOYER also failed to keep accurate records of the start and end times of COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Further, based on further information and belief, EMPLOYER illegally rounded the start and end times of employee meal periods resulting in NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on further information and belief, EMPLOYER did not have a written meal break policy, nor did EMPLOYER have any sort of compliant policy in practice. Liability for the NON-EXEMPT AGGRIEVED EMPLOYEES can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable

Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra*, 53 Cal.4th 1004.

COMPLAINANT is further informed and believes and thereon alleges that EMPLOYER had actual and/or constructive knowledge that its time-rounding and auto-deduction policies and practices resulted in the denial of lawful meal periods owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Moreover, per EMPLOYER's uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute meal break. For example, EMPLOYER failed to provide COMPLAINANT with a second uninterrupted meal period despite COMPLAINANT working over ten hours in a workday and thus being entitled to second duty-free, uninterrupted, thirty-minute meal period before the end of the tenth hour of work. Moreover, even on shifts that lasted longer than twelve (12) hours, EMPLOYER failed to provide a second meal period to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES before the end of the tenth hour of work.

Despite failing to provide lawful meal periods, EMPLOYER failed to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a proper meal period was not provided. As such, EMPLOYER either failed to pay a meal period premium at all for each workday a proper meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

For example, COMPLAINANT regularly earned shift differential pay for working the night shift and/or earned non-discretionary bonuses and/or earned additional compensation when working as the relief charge nurse and/or earned additional non-discretionary compensation. Based on information and belief, EMPLOYER failed to factor COMPLAINANT's non-discretionary compensation into his regular rate of pay for purposes of calculating the owed meal period premium. Based on information and belief, EMPLOYER failed to incorporate all non-discretionary compensation into the regular rate of pay for purposes of paying meal period premiums owed to other NON-EXEMPT AGGRIEVED EMPLOYEES.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11 along with all applicable IWC Wage Orders. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.² EMPLOYER's failure to provide valid meal periods, and the

² See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the

automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violation of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §12(A). In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

EMPLOYER did not properly authorize and provide COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest periods per California law. Based on information and belief, EMPLOYER had no policy in place nor instruction as to the taking of duty-free rest periods. COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES did not receive legally compliant first, second, or third rest periods.

Rest periods were consistently interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' job duties, and/or due to commentary from supervisors pressuring them to skip rest periods completely or otherwise take non-compliant rest periods. For example, due to the nature and constraints of his job duties, COMPLAINANT was rarely afforded the opportunity to take a rest period. Moreover, any purported rest periods were interrupted or cut short. Furthermore, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to remain on premises and/or remain tethered to EMPLOYER's communication

employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

devices during purported rest periods and thus were subjected to EMPLOYER's control during purported rest periods. As such, EMPLOYER failed to provide COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES with ten-minute uninterrupted rest periods in compliance with California law.

Based on information and belief, EMPLOYER implemented policies and/or practices that failed to relieve COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control during rest breaks. Moreover, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once tasks were completed, and/or as time permitted.

Furthermore, EMPLOYER failed to pay a rest period premium for each day in which NON-EXEMPT AGGRIEVED EMPLOYEES experienced a missed/unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872. EMPLOYER failed to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided. EMPLOYER either failed to pay a rest period premium at all for each workday a proper rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.³

Minimum Wage Violations: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit." Labor Code section 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); and All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, "in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon..." *Cal. Lab. Code* § 1194.2.

EMPLOYER failed to compensate COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of EMPLOYER's automatic deduction and time rounding policies, payment according to scheduled hours worked instead of actual time worked, mandated pre-shift/post-shift/ and/or other off-the clock work policies and/or practices and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods.

As explained above, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take off duty, thirty-minute, uninterrupted meal periods, often being forced to work through part or all their meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary from supervisors pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to take non-compliant meal periods or skip meal periods completely.

Based on information and belief, EMPLOYER implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods were short, not taken, interrupted, not relieved of all duties or employer control and/or were otherwise unlawful, depriving NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

Moreover, EMPLOYER had and continue to have a continuous policy of paying COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES for scheduled hours, rather than actual hours worked due to EMPLOYER's mandated off-the-clock work policies and practices. For example, prior to clocking in to work, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to form a line to undergo pre-shift temperature checks. COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were also required to answer COVID-related screening questions prior to clocking in to work. Upon satisfactory completion of the temperature check and screening questionnaire, NON-EXEMPT AGGRIEVED EMPLOYEES received a band to place around their wrist indicating satisfactory completion of EMPLOYER's pre-shift COVID screening process. This process took at least a few minutes to complete. This work time was not recorded and was not compensated, depriving COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of all owed wages for all hours worked.

EMPLOYER also required COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES to don and doff scrubs and protective equipment prior to clocking in to work. Upon

arriving to the hospital (and after completing the COVID temperature check and screening), COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to go to the locker room, change out of their personal scrubs and change into company-provided scrubs, put on a face mask, a face shield, and hair cap. Donning and doffing of scrubs/uniforms and protective equipment took approximately ten minutes to complete. This work time was off-the-clock and uncompensated, depriving COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of all owed wages for all hours worked.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were also required to complete off-the-clock trainings and continued education courses as mandated by EMPLOYER. At times, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete these courses on their own time and were not compensated for this work time, further depriving COMPLAINANT and the NON-EXEMPT AGGRIEVED EMPLOYEES of all owed wages for all hours worked.

Based on information and belief, EMPLOYER required/requires COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES to undergo Covid testing outside of their scheduled shift times without compensating them for travel time to/from the testing sites, time spent waiting for the tests to be performed, and time spent undergoing testing, resulting in significant off-the-clock work and unpaid wages.

EMPLOYER's failure to pay for all time worked by virtue of its time rounding, auto-deduction policies and practices, failure to provide off-duty 30-minute meal periods, and mandated off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or forty (40) hours in a week.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to provide off-duty meal periods and other mandated off-the-clock work described above resulted in the underpayment of minimum wages owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject EMPLOYER, to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

⁴ See Lab. Code §1197.1(a) (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

Overtime Violations: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*

EMPLOYER violated California's overtime laws by, among other things, failing to correctly calculate, or record at all, the total number of hours worked by COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime worked by virtue of same.

Namely, EMPLOYER's automatic deduction and time rounding policies and practices for meal periods, payment according to scheduled hours worked rather than actual time worked, and mandated off-the clock work described above resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

Based on information and belief, EMPLOYER failed and continues to fail to pay premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

EMPLOYER also violated California's overtime laws as to those NON-EXEMPT AGGRIEVED EMPLOYEES that were subject to an Alternative Workweek Schedule (AWS) but were required to work shifts shorter than the agreed upon AWS. Based on information and belief, EMPLOYER adopted an AWS (and/or several AWS) that was in effect during the relevant period that was an unlawful AWS and/or EMPLOYER failed to comply with the AWS, and as such, EMPLOYER violated California's overtime laws, including but not limited to, Labor Code sections 510, 511, the applicable Wage Order, and Labor Code section 1198.

Under the relevant Wage Order, "If an employer... requires an [AWS] employee to work fewer hours than those that are regularly scheduled by the agreement, the employer shall pay the employee overtime compensation at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours... for the day the employee is required to work the reduced hours." Cal. Code Regs. Tit. 8, section 11050(3)(B)(2). For most of COMPLAINANT's employment by EMPLOYER, COMPLAINANT worked subject to an alternative work week schedule in which he worked twelve (12) hours per shift, three (3) shifts per week. According to the California Department of Industrial Relations Alternative Workweek Elections Database, EMPLOYER conducted an election to adopt an AWS in 2018. The AWS was approved in 2018. Pursuant to the alternative workweek schedule, EMPLOYER was to pay COMPLAINANT his base rate for the first 12 hours in a shift and pay double the base rate for all time worked after 12 hours in a shift (and 1.5 times his base rate for all hours worked over 40 in a week). However, on at least 4 shifts per month, COMPLAINANT was sent home at least 2-4 hours

before completing his 12-hour shift because EMPLOYER no longer needed him for the remainder of the shift. On such shortened shifts, COMPLAINANT was entitled to overtime pay at 1.5 times his regular rate of pay after the first eight hours of work. Instead, EMPLOYER paid COMPLAINANT his base rate for all hours worked on the shortened shift(s) in violation of the alternative workweek schedule, and in violation of California Labor Code section 510, the applicable Wage Order, and Labor Code section 1198. As such, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES that were subject to an AWS were also deprived of all owed overtime wages when required to work shortened shifts.

Based on information and belief, EMPLOYER failed to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California overtime laws.

Based on further information and belief, EMPLOYER failed to properly blend multiple rates of regular pay in calculating the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, EMPLOYER failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, non-discretionary bonus pay, and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES.

This conduct results in violations of Labor Code sections 218.5, 510, 511, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

Violation of California Labor Code §§ 245-248.5: Throughout the relevant time period, EMPLOYER failed to provide proper paid sick leave to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES. EMPLOYER either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the

⁵ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Lab. Code §558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable Wage Orders, §20 (establishing that “in addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

rounding/automatic deduction policies and practices for meal periods and shift start and end times/other required off-the-clock work described herein) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay, compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

EMPLOYER further failed to provide notice of the correct sick leave amount balance available to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statement.

EMPLOYER failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, EMPLOYER failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Throughout the relevant period, EMPLOYER failed to provide notice of sick leave amount balance left for COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, thus affecting their intelligent exercise of their paid sick leave.

But for this failure, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and COMPLAINANT seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, in violation of Labor Code section 247.5, EMPLOYER failed to maintain records documenting the hours worked and paid sick days accrued and used by COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES, permitting the presumption that COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to the maximum number of hours accruable under this article.

Upon information and belief, EMPLOYER further failed and continues to fail to comply with Labor Code section 246, by failing to provide COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

EMPLOYER unlawfully retained and continues to retain paid sick leave that should have been paid but was not, as a result of EMPLOYER's failure to properly institute a paid sick leave program.

On information and belief, COMPLAINANT alleges that all of these practices were experienced and continue to be experienced by other NON-EXEMPT AGGRIEVED EMPLOYEES.

COMPLAINANT requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to EMPLOYER's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. COMPLAINANT requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Refusal to Make Payment: Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

EMPLOYER violated and continues to violate Labor Code section 216 by failing to pay COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate and by failing to pay COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject EMPLOYER to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.⁶

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code. section 226(a).

⁶ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

As EMPLOYER failed to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with meal and rest periods that complied with Labor Code section 226.7, the wage statements EMPLOYER issued to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

EMPLOYER's wage statements that it provided to COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by the COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of the automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, mandated pre-shift and/or post-shift off-the-clock work and other off-the-clock work policies and practices, all described in greater detail *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

EMPLOYER's failure to accurately list all hours worked on all wage statements caused confusion to COMPLAINANT and caused and continues to cause confusion to the NON-EXEMPT AGGRIEVED EMPLOYEES over whether they received all wages owed to them. COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES were injured by EMPLOYER's failure to provide accurate wage statements.

In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates, and failing to provide meal and rest break premiums, EMPLOYER has violated California Labor Code § 226 by willfully failing to furnish COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements. As described herein, EMPLOYER also failed to pay all owed overtime wages and failed incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Moreover, based on information and belief, EMPLOYER issued wage statements to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES that further violate Labor Code section 226(a), by among other things, failing to list the correct name and/or address of the legal entity that is the employer.

As a result, the wage statements provided to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not accurate and did not include all of the statutorily required information.

These violations subject EMPLOYER to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁷

Unlawful Deductions: Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee.” COMPLAINANT alleges on information and belief that EMPLOYER made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES paychecks during the relevant period, including but not limited to deductions titled as ‘Cafeteria’ and ‘Hyatt Legal’ on wage statements issued by EMPLOYER. Based on information and belief, these deductions are unlawful and in violation of including but not limited to, Labor Code Sections 221-222 which subjects EMPLOYER to civil penalties under Labor Code Section 2699.

Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.[1] [1] See Lab. Code §225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”).

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. EMPLOYER violated this section by, including but not limited to, failing to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for meal and rest periods not provided and/or otherwise unlawful, by failing to compensate employees for all hours worked, and by failing to pay proper premium wage rates for all hours worked. These violations subject EMPLOYER to civil penalties under Labor Code section 210. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute’s provisions were violated.

Standard Conditions of Labor Violations: Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission.

⁷ See Lab. Code §226.3 (establishing that the civil penalty is “per employee per violation”).

Therefore, EMPLOYER's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages, overtime wages, and business expenses, result in separate violations of sections 1198 and 1199, which subject EMPLOYER to civil penalties under Labor Code sections 1197.1 and 2699.

Statutory Wage Violations: Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, EMPLOYER willfully and systematically denied COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages to them. EMPLOYER acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, EMPLOYER paid COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES were properly paid. As such, COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, EMPLOYER failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, EMPLOYER untimely provides final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided and/or were not timely

provided with all owed vacation pay. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, double time wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates.

These violations subject EMPLOYER to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.⁸

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code § 2802(a) and all applicable Wage Orders, § 9 (b). Furthermore, “for purposes of [section 2802], the term ‘necessary expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees incurred by the employee enforcing the rights granted by this section.”

Among other things, under California law, when 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 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. *See* applicable IWC Wage Order, § 9 (b).

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554. Further, “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” *See* Cal. Lab. Code § 2804.

COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

At all relevant times hereto, EMPLOYER shifted its costs of doing business onto

⁸ (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”).

COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for its business expenses, including but not limited to, use of COMPLAINANT's personal mobile phone, data plan usage and charges as well as use of personal computer devices. For example, COMPLAINANT received messages to his personal phone for work related purposes, including but not limited to, messages related to scheduling and assigning shifts. Based on information and belief, COMPLAINANT also used personal devices to complete off-the-clock trainings/continued education courses as mandated by EMPLOYER. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were also required to use their personal phones and computer devices for work-related purposes.

Moreover, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of undergoing covid testing, including but not limited to purchasing the test, and/or the cost of traveling and/or using a personal vehicle to travel to and from a testing site.

EMPLOYER failed and continues to fail to reimburse COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES for the use of a personal cell phone, mileage, and/or the use of his or her personal vehicle. As such, EMPLOYER failed and continues to fail to compensate for vehicle-related expenses at the Internal Revenue Service (IRS) mandated per mile compensation for the relevant time period.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are supposed to be the responsibility of EMPLOYER, including but not limited to, cell phone/data plan charges incurred as a result of being required to use their personal cell phones/other mobile communication devices for work related purposes, vehicle use and mileage, and/or costs associated with using a personal computer for work-related purposes.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to pay for the purchase and/or maintenance of uniforms/work clothing and/or pay for the purchase of continued education trainings/certification courses.

As a pattern and practice, EMPLOYER regularly failed to reimburse and indemnify COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out EMPLOYER's orders and/or carrying out the duties assigned by EMPLOYER.

As described herein, EMPLOYER regularly failed to reimburse and indemnify COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for all reasonable expenses associated with carrying out their job duties. EMPLOYER's failure to

provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Unlawful Agreements/ Unlawful Criminal History Inquiries:

Unlawful Agreements

Labor Code section 432.5 provides that “no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law.” Based on information and belief, EMPLOYER required COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers’ ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate 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, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, EMPLOYER ordered unlawful financial credit checks on NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, in violation of Labor Code section 1024.5, and required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, EMPLOYER required COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a background

check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure, failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FRCA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and/or failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, EMPLOYER violated Labor Code section 432.5.

Based on further information and belief, EMPLOYER also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to provide ongoing consent to EMPLOYER to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, EMPLOYER knew that requiring COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful provisions as a condition of employment, EMPLOYER violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, EMPLOYER asked NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on its employment application, in violation of California law.

Upon information and belief, EMPLOYER, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act ("FEHA"), asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on its employment application in violation of California law.

By asking about arrests not resulting in convictions, EMPLOYER violated Labor Code 432.7. By asking about convictions at the application phase or prior to extending an employment offer,

EMPLOYER violated California's Fair Chance Act, and thereby violated Labor Code 432.5 by unlawfully requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to disclose arrests and/or convictions as a condition of employment.

Conclusion

EMPLOYER has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirement created by Labor Code §§ 2699, 2699.3(a), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, COMPLAINANT will seek these penalties in a civil action, on behalf of COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of EMPLOYER within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of the date of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Zachary Crosner
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 310.496.5818
Fax: 310.510.6429
Email: zach@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

Zachary M. Crosner

Zachary M. Crosner, Esq.
CROSNER LEGAL, PC

Exhibit 2



Ashley Gutierrez <agutierrez@crosnerlegal.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "zach@crosnerlegal.com" <zach@crosnerlegal.com>

Fri, Apr 1, 2022 at 5:11 PM

4/1/2022

LWDA Case No. LWDA-CM-876687-22
Law Firm : Crosner Legal PC
Plaintiff Name : Mark Moranville
Employer: St. Jude Hospital
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm