

Timothy B. Del Castillo (SBN: 277296)
tdc@castleemploymentlaw.com
Kent L. Bradbury (SBN: 279402)
kb@castleemploymentlaw.com
Castle Law: California Employment Counsel, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: (916) 245-0122

Additional counsel on following page*

	)	Case No. CVCV22-00115
BLAKE AHLERS and JAMES HUNTER,	)	
individually and on	)	
behalf of all others similarly situated,	)	SECOND AMENDED COMPLAINT
	)	FOR DAMAGES:
Plaintiffs,	)	
	)	1. Civil Penalties Pursuant to Private
v.	)	Attorney General Act, Labor Code §
	)	2698 et seq.
	)	
RIDEOUT MEMORIAL HOSPITAL; Does	)	JURY TRIAL DEMANDED
1 through 20, inclusive,	)	
	)	
Defendants.	)	

JAMES HAWKINS APLC

James R. Hawkins (#192925)

Gregory Mauro (#222239)

Michael Calvo (#314986)

Lauren Falk (#316893)

Ava Issary (#342252)

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

Fax: (949) 387-6676

Email: James@jameshawkinsaplc.com

Email: Greg@jameshawkinsaplc.com

Email: Michael@jameshawkinsaplc.com

Email: Lauren@jameshawkinsaplc.com

Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff JAMES HUNTER,
on behalf of the general public as private attorney general_

1 Plaintiffs BLAKE AHLERS and JAMES HUNTER (collectively “Plaintiffs”), on behalf of
2 themselves and all other similarly situated employees hereby file this Complaint against Defendants
3 RIDEOUT MEMORIAL HOSPITAL; Does 1 through 20 (collectively referred to as “Defendants”).
4 Plaintiffs allege the following:

5 **INTRODUCTION**

6 1. This is a representative action brought by Plaintiffs seeking civil penalties pursuant to
7 Labor Code § 2698, *et seq.*, for violations of the Labor Code sections 200-203, 210, 218, 221, 223.7,
8 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 511, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2,
9 1197, 1197.1, 1198, 2802, and the applicable wage orders of the California Industrial Welfare
10 Commission based on the facts alleged herein, based on a failure to pay agreed-upon wages, failure
11 to pay overtime wages, failure to provide meal and rest periods, failure to pay all accrued but unused
12 vacation wages, inaccurate wage statements, failure to pay all wages owed at time of termination of
13 employment, failure to reimburse necessary business expenses, and derivative civil and statutory
14 penalties. Plaintiffs seek these penalties, plus interest and attorney’s fees, on behalf of himself and
15 similarly situated aggrieved employees.

16 2. During all relevant times, Plaintiffs and similarly situated employees worked for
17 Defendants as non-exempt employees.

18 **JURISDICTION AND VENUE**

19 3. The Yuba County Superior Court has jurisdiction in this matter under California
20 Labor Code § 2698 *et seq.*, due to alleged violations of the California Labor Code.

21 4. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
22 of the wrongful acts and violations of law asserted herein occurred within Yuba County.

23 **PARTIES**

24 5. Plaintiffs BLAKE AHLERS and JAMES HUNTER are over the age of eighteen (18)
25 and are residents of the State of California and former employees of Defendant.

26 6. Plaintiffs are informed and believe, and thereupon allege, that Defendant RIDEOUT
27 MEMORIAL HOSPITAL is now and/or at all times mentioned in this Complaint a California
28

1 Corporation and the owner and operator of an industry, business and/or facility licensed to do
2 business and actually doing business in the State of California.

3 7. Plaintiffs are informed and believes, and based thereon alleges, that Defendants,
4 jointly and severally, have acted with deliberate indifference and conscious disregard to the rights of
5 all employees. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
6 were at all relevant times advised by skilled California employment law attorneys and knew the
7 requirements of the California Labor Code with respect to employee wage statements, payment of
8 wages, reimbursement of business expenses, and provision of meal and rest periods.

9 8. Defendants proximately caused Plaintiffs and similarly situated employees to be
10 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
11 Complaint.

12 9. Plaintiffs are further informed and believe, and thereon allege, that each of the
13 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
14 joint venturer of the remaining defendants and was acting within the course and scope of that
15 relationship. Plaintiffs are further informed and believe, and thereon allege, that each of the
16 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
17 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
18 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiffs, who
19 therefore sue such defendants by fictitious names pursuant to California Code of Civil Procedure
20 section 474. Plaintiffs will amend this complaint to show such true names and capacities of Does 1
21 through 20, inclusive, when they have been determined.

22 10. On December 8, 2021, Plaintiff Ahlers filed his Labor Code § 2699.3 Private
23 Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development
24 Agency (“LWDA”). On July 20, 2022, Plaintiff Hunter filed his PAGA notice with the LWDA.
25 The LWDA did not respond within 65 days of filing of the respective PAGA notices.

26 **GENERAL ALLEGATIONS**

27 11. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 10 as
28 though fully set forth herein.

1 12. Defendant Rideout Memorial Hospital owns and operates a hospital in
2 Marysville, California.

3 13. Plaintiff BLAKE AHLERS worked for Defendants as an ER Tech from
4 approximately March 2015 through August 2021. Plaintiff Ahlers was at all times classified by
5 Defendants as a non-exempt employee, and was entitled to overtime pay, agreed-upon wages,
6 and compliant wage statements.

7 14. Plaintiff, JAMES HUNTER, was at all times relevant to this action, a resident
8 of California. Plaintiff Hunter was employed by Defendants beginning in approximately June
9 2013 until approximately July 2021 as a non-exempt employee with the title of Emergency Room
10 Technician at Defendants' Yuba County location. Plaintiff Hunter's duties included but were not
11 limited to assisting medical doctors, nurses, and other health providers in an emergency room
12 setting as well as other hospital departments

13 15. Plaintiffs bring this representative action on behalf of themselves, the State of
14 California, and similarly situated employees in order to collect civil penalties for violations of the
15 Labor Code committed against themselves and other aggrieved employees caused by
16 Defendants' policies and practices which failed to comply with the California Labor Code.

17 16. Following Plaintiffs' resignation from employment, Defendants failed to pay
18 Plaintiffs all accrued but unused vacation wages. This is in violation of Labor Code sections 203,
19 227.3, and 256. On information and belief, Defendants failed to pay the accrued but unused
20 vacation wages for similarly situated, aggrieved employees who left Defendants' employment.

21 17. Defendants also did not provide Plaintiffs and similarly situated aggrieved
22 employees all wages owed upon their termination or within seventy-two (72) hours of their
23 separation from employment. Plaintiffs were not paid for all hours worked after their termination
24 and still have not received all wages earned.

25 18. Defendants also failed to pay Plaintiffs and similarly aggrieved employees
26 overtime and double time hours at the correct regular rate of pay. Plaintiffs and similarly
27 aggrieved employees received pay differentials for various reasons, such as a weekend shift
28 differential, an evening shift differential, a night shift differential, and an extra shift differential.

1 Plaintiffs and similarly aggrieved employees also received a bonus titled “top of scale bonus.”
2 All of these differentials and non-discretionary bonuses were paid to Plaintiffs and similarly
3 aggrieved employees on a regular basis. However, Defendants failed to pay all overtime and
4 double time hours at the regular rate of pay by failing to include pay differentials and non-
5 discretionary bonuses in the calculation of the regular as paid to all overtime and double time
6 hours worked.

7 19. Defendants maintain a practice of separating overtime and double time hours into
8 two pay categories on the wage statements issued to employees: non-premium hours and
9 premium hours. Only premium hours were paid at the correct regular rate by including all forms
10 of nondiscretionary remuneration; the non-premium hours did not. By doing this, Defendants
11 failed to correctly pay all overtime and double time hours at the correct regular rate of pay for
12 Plaintiffs and all similarly aggrieved employees. Plaintiffs and similarly aggrieved employees
13 regularly worked over eight (8) hours a day and/or forty (40) hours a week. Defendants did not
14 pay these employees all overtime and double time wages earned during their employment.

15 20. In addition, Defendants regularly underpaid Plaintiffs and similarly situated
16 employees by failing to properly pay all hours worked at the agreed-upon rate of pay. When
17 calculating pay earned under the “regular” pay code, the “paid leave” pay code, the “extended
18 illness” pay code, the “sick leave” pay code, and the “admin leave” pay code, Defendants
19 underpaid Plaintiffs and similarly aggrieved employees by failing to pay the hours worked at the
20 agreed-upon wage. On information and belief, Defendants underpaid Plaintiffs and similarly
21 aggrieved employees when using additional pay codes as well. This practice resulted in
22 underpayment of wages to Plaintiffs and similarly aggrieved employees on every pay period
23 during the time they worked, and the underpayments are clear on review of the wage statements
24 issued by Defendants.

25 21. As a result of the violations listed above, Defendants did not provide Plaintiffs and
26 similarly situated employees legally compliant wage statements noting, among other things, total
27 hours worked, gross wages earned, the applicable hourly rates in effect during the pay period and
28 the corresponding number of hours worked at each hourly rate. Defendants also did not provide

1 Plaintiffs and similarly situated aggrieved employees all wages owed upon their termination or
2 within seventy-two (72) hours of their separation from employment.

3 22. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018),
4 Plaintiffs intend to seek civil penalties for all violations of the California Labor Code, whether
5 they experienced them personally or not.

6 23. Defendants' policies and practices to not provide Plaintiffs and aggrieved
7 employees the agreed-upon hourly rate, not pay all wages owed at termination or resignation, not
8 pay overtime and double time at the correct regular rate of pay, and not to provide compliant
9 wage statements are evidenced by Defendants' business records.

10 24. During the relevant time, Defendants frequently failed to provide Plaintiffs and
11 aggrieved employees timely, legally complaint uninterrupted 30-minute meal periods on shifts
12 over five hours as required by law.

13 25. During the relevant time period, Defendants failed to authorize and permit 10
14 minute breaks and 30 minute lunch periods were being consistently withheld from Plaintiffs and
15 aggrieved employees.

16 26. Defendants failed to provide Plaintiffs and aggrieved employees legally compliant
17 second meal periods on shifts over ten hours as required by law. Plaintiffs and aggrieved
18 employees worked more than ten (10) hours a day on a consistent and regular basis during the
19 relevant time period where no second meal breaks were provided.

20 27. On information and belief, Plaintiffs and aggrieved employees did not waive their
21 rights to meal periods under the law.

22 28. Plaintiffs and aggrieved employees were not provided with valid lawful on-duty
23 meal periods.

24 29. Despite the above-mentioned meal period violations, Defendants failed to
25 compensate Plaintiffs, and on information and belief, failed to compensate aggrieved
26 employees, one additional hour of pay at their regular rate as required by California law when
27 meal periods were not timely or lawfully provided in a compliant manner.

1 30. When Plaintiffs and aggrieved employees were taking a meal break, these meals
2 were consistently interrupted. For instance, Defendants provided Plaintiffs and aggrieved
3 employees with cellular phones (which they were required to keep on their persons at all times)
4 that were used to contact Plaintiffs and aggrieved employees at any time they were needed, even
5 while they were on meal periods or rest breaks. If Plaintiffs and aggrieved employees were not
6 able to be reached through the company provided phones, Plaintiffs and aggrieved employees
7 would be contacted through their personal cell phones.

8 31. On information and belief Defendants automatically deducted 30-minutes of time
9 for meal periods that were not provided, cut short, or interrupted resulting in an underpayment
10 of minimum and overtime wages.

11 32. When Plaintiffs and aggrieved employees were taking rest breaks, these rest
12 breaks were consistently interrupted.

13 33. Defendants violated Labor Code section 2802 by failing to reimburse Plaintiffs
14 and aggrieved employees for all reasonable and necessary expenses incurred for the purpose of
15 their work.

16
17 **FIRST CAUSE OF ACTION**
 (Civil Penalties Pursuant to PAGA § 2698 et seq.)

18 34. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 33 as
19 though fully set forth herein.

20 35. Plaintiffs bring this cause of action as a proxy for the State of California and in
21 this capacity, seek penalties on behalf of all aggrieved employees for Defendants' violations of
22 the California Labor Code, including but not necessarily limited to, those Labor Code violations
23 identified above.

24 36. On or about December 8, 2021, Plaintiff Ahlers sent written notice to the LWDA
25 regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section
26 2698, *et seq.* On July 20, 2022, Plaintiff Hunter sent written notice to the LWDA pursuant to the
27 PAGA. As of the date of the filing of this Complaint, the LWDA has not informed Plaintiffs
28

1 whether the LWDA intends to investigate Plaintiffs' PAGA claims. As such, Plaintiffs have
2 exhausted their administrative remedies under PAGA and may proceed in this Court.

3 37. Plaintiffs are thus entitled to recover civil penalties on behalf of the State of
4 California and all aggrieved employees for the aforementioned violations of the Labor Code from
5 December 8, 2020, through trial on this matter.

6
7 **DAMAGES**

8 WHEREFORE Plaintiffs request relief as follows:

- 9 1. For civil penalties under the California Labor Code § 2698, *et seq.*, according to proof
10 allowed by law;
11 2. For an award to Plaintiffs of costs of suit incurred herein and reasonable attorney's
12 fees;
13 3. For an award of prejudgment and post-judgment interest; and
14 4. For an award to Plaintiffs of such other and further relief as the Court deems just and
15 proper.

16
17 Dated: December 19, 2024

Castle Law: California Employment Counsel, PC

18
19 By:  _____

20 Timothy B. Del Castillo

21 Kent L. Bradbury

22 Attorneys for Plaintiff BLAKE AHLERS
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: December 18, 2024

JAMES HAWKINS APLC

By: /s/ Gregory Mauro
James R. Hawkins
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary

Attorneys for Plaintiff JAMES HUNTER on
behalf of the general public as private
attorney general