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7 on behalf of himself and similarly situated employees
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11 **SUPERIOR COURT OF CALIFORNIA**
12 **FOR THE COUNTY OF YUBA**

13 _____)
14 BLAKE AHLERS, individually and on)
15 behalf of all others similarly situated,)

16 Plaintiffs,)

17 vs.)

18 RIDEOUT MEMORIAL HOSPITAL; Does)
19 1 through 20, inclusive,)

20 Defendants.)
21)
22)
23)
24)
25)
26)
27)
28)

Case No. CVCV22-00115

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*
2. Failure to Provide Accurate Wage Statements;
3. Failure to Pay Overtime Wages;
4. Waiting Time Penalties;
5. Failure to Pay Accrued Unused Vacation Time;
6. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*

JURY TRIAL DEMANDED

ELECTRONICALLY FILED
by
Superior Court of California
County of Yuba
on 2/14/2022
by Kaitlin Makiej

1 Plaintiff BLAKE AHLERS (“Plaintiff”), on behalf of himself and all other similarly situated
2 employees hereby files this Complaint against Defendants RIDEOUT MEMORIAL HOSPITAL;
3 Does 1 through 20 (collectively referred to as “Defendants”). Plaintiff alleges the following:

4 **INTRODUCTION**

5 1. This is a class and representative action brought by Plaintiff seeking damages for
6 failure to pay agreed-upon wages, failure to pay overtime wages, inaccurate wage statements, failure
7 to pay all wages owed at time of termination of employment, and derivative civil and statutory
8 penalties. Plaintiff seeks these damages and penalties, plus interest and attorney’s fees, on behalf of
9 himself and similarly situated employees.

10 2. During all relevant times, Plaintiff and similarly situated employees worked for
11 Defendants as non-exempt employees.

12 **JURISDICTION AND VENUE**

13 3. The Yuba County Superior Court has jurisdiction in this matter due to alleged
14 violations of California Labor Code §§ 226, 226.3, 213, 2698 *et seq.*, Business and Professions Code
15 § 17200 *et seq.*

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

18 **PARTIES**

19 5. Plaintiff BLAKE AHLERS is over the age of eighteen (18) and is a resident of the
20 State of California and a former employee of Defendants.

21 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant RIDEOUT
22 MEMORIAL HOSPITAL is now and/or at all times mentioned in this Complaint a California
23 Corporation and the owner and operator of an industry, business and/or facility licensed to do
24 business and actually doing business in the State of California.

25 7. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
26 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
27 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
28 were at all relevant times advised by skilled California employment law attorneys and knew the

requirements of the California Labor Code with respect to employee wage statements, payment of wages, reimbursement of business expenses, and provision of meal and rest periods.

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

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

10. On December 8, 2021, Plaintiff filed his Labor Code § 2699.3 Private Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). The LWDA did not respond within 65 days of filing of the PAGA notice.

CLASS ALLEGATIONS

11. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiff seeks to represent are composed of and defined as follows:

All non-exempt employees who were employed by Defendants in California at any time four (4) years prior to the filing of this Action up to the date that this matter is certified as a class action.

12. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interest in the litigation and the proposed classes are easily ascertainable.

- 1 (a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all
2 members is impracticable under the circumstances of this case. While the exact
3 number of class members is unknown to Plaintiff at this time, Plaintiff is informed
4 and believes that Defendants may have employed hundreds of individuals falling
5 within the above stated class definitions throughout the State of California during the
6 applicable statute of limitations, who were subjected to the practices outlined in this
7 Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.
- 8 (b) Common Questions Predominate: Common questions of law and fact exist as to all
9 members of the Plaintiff Class and predominate over questions that affect only
10 individual members of the class. These common questions of law and fact include,
11 without limitation, the following:
- 12 (1) Whether Defendants accurately stated all required information on
13 paystubs issued to members of the Plaintiff Class;
 - 14 (2) Whether Defendants maintained the time and payroll records for their
15 employees as required under the California Labor Code;
 - 16 (3) Whether Defendants paid all wages due to their employees at the time
17 of termination of employment;
 - 18 (4) Whether Defendants paid the agreed-upon wage to its employees
19 during their employment;
 - 20 (5) Whether Defendants correctly calculated the regular rate of pay for
21 overtime and double time pay for its employees;
 - 22 (6) Whether Defendants paid their employees the correct rate of pay for
23 overtime and double time.
- 24 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff
25 Class. Plaintiff also sustained damages arising out of Defendants' common course of
26 conduct in violation of the law as complained of herein. Defendants failed to pay the
27 agreed-upon hourly rate to their employees, failed to pay overtime and double time
28 using the correct regular rate of pay, failed to pay all wages due at time of

1 termination, and failed to provide legally compliant pay stubs to their employees. As
2 a result, each putative class member will have the same basis for their legal claims.

3 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
4 the putative class. Plaintiff resides in California and is an adequate representative of
5 the putative class as he has no interests that are adverse to those of absent class
6 members. Additionally, Plaintiff has retained counsel who have substantial
7 experience in complex civil litigation and wage and hour matters.

8 (e) Superiority: A class action is superior to other available means for the fair and
9 efficient adjudication of the controversy since individual joinder of all members of
10 the classes is impracticable. Class action treatment will permit a larger number of
11 similarly situated persons to prosecute their common claims in a single forum
12 simultaneously, efficiently, and without the unnecessary duplication of effort and
13 expense that numerous individual actions would engender. Further, as damages
14 suffered by each individual member of the classes may be relatively small, the
15 expenses and burden of the individual litigation would make it difficult or impossible
16 for individual members of the class to redress the wrongs done to them, and an
17 important public interest will be served by addressing the matter as a class action.
18 The cost to the court system of adjudication of such individualized litigation would be
19 substantial. Individualized litigation would also present the potential for inconsistent
20 or contradictory judgments.

21 13. Plaintiff is unaware of any difficulties that are likely to be encountered in the
22 management of this action that would preclude its maintenance as a class action.

23 GENERAL ALLEGATIONS

24 14. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as
25 though fully set forth herein.

26 15. Defendant Rideout Memorial Hospital owns and operates a hospital in
27 Marysville, California.

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

5 17. Plaintiff brings this Class Action on behalf of himself and similarly situated
6 employees in order to fully compensate himself and Class Members for their losses incurred
7 during the class period caused by Defendants' uniform policies and practices which failed to
8 lawfully compensate these employees.

9 18. Defendants' uniform policies and practices alleged herein were unlawful, unfair
10 and deceptive business practices whereby Defendants retained and continue to retain wages due
11 Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction
12 enjoining such conduct by Defendants in the future, relief for the named Plaintiff and the other
13 Class Members who have been economically injured by Defendants' past and current unlawful
14 conduct, and all other appropriate legal and equitable relief.

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

19 20. Defendants also did not provide Plaintiff and similarly situated aggrieved
20 employees all wages owed upon their termination or within seventy-two (72) hours of their
21 separation from employment. Plaintiff was not paid for all hours worked after his termination
22 and still has not received all wages earned.

23 21. Defendants also failed to pay Plaintiff and similarly aggrieved employees
24 overtime and double time hours at the correct regular rate of pay. Plaintiff and similarly
25 aggrieved employees received pay differentials for various reasons, such as a weekend shift
26 differential, an evening shift differential, a night shift differential, and an extra shift differential.
27 Plaintiff and similarly aggrieved employees also received a bonus titled "top of scale bonus." All
28 of these differentials and non-discretionary bonuses were paid to Plaintiff and similarly aggrieved

1 employees on a regular basis. However, Defendants failed to pay all overtime and double time
2 hours at the regular rate of pay by failing to include pay differentials and non-discretionary
3 bonuses in the calculation of the regular as paid to all overtime and double time hours worked.

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

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

22 24. As a result of the violations listed above, Defendants did not provide Plaintiff and
23 similarly situated employees legally compliant wage statements noting, among other things, total
24 hours worked, gross wages earned, the applicable hourly rates in effect during the pay period and
25 the corresponding number of hours worked at each hourly rate. Defendants also did not provide
26 Plaintiff and similarly situated aggrieved employees all wages owed upon their termination or
27 within seventy-two (72) hours of their separation from employment.

25. Plaintiff is informed and believes that Defendants committed numerous other violations of the California Labor Code, including but not limited to those identified in this letter. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether he experienced them personally or not.

26. Defendants' uniform policies and practices to not provide Plaintiff and Class Members the agreed-upon hourly rate, not pay all wages owed at termination or resignation, not overtime and double time at the correct regular rate of pay, and not to provide compliant wage statements are evidenced by Defendants' business records.

FIRST CAUSE OF ACTION (Unfair Competition)

27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully set forth herein.

28. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

29. Defendants committed numerous violations of the California Labor Code throughout the employment relationship.

30. Plaintiff is also informed and believes and thereon alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

31. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution of all withheld wages as a result of its unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an

1 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this
2 Action.

3 **SECOND CAUSE OF ACTION**
4 **(Failure to Provide Accurate Wage Statements)**

5 32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as
6 though fully set forth herein.

7 33. According to Labor Code section 226(a), an employer must provide an itemized
8 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

9 *(1) gross wages earned, (2) total hours worked by the employee,*
10 *except for any employee whose compensation is solely based on a*
11 *salary and who is exempt from payment of overtime under*
12 *subdivision (a) of Section 515 or any applicable order of the*
13 *Industrial Welfare Commission, (3) the number of piece-rate units*
14 *earned and any applicable piece rate if the employee is paid on a*
15 *piece-rate basis, (4) all deductions, provided that all deductions*
16 *made on written orders of the employee may be aggregated and*
17 *shown as one item, (5) net wages earned, (6) the inclusive dates of*
18 *the period for which the employee is paid, (7) the name of the*
19 *employee and the last four digits of his or her social security number*
20 *or an employee identification number other than a social security*
21 *number, (8) the name and address of the legal entity that is the*
22 *employer and, if the employer is a farm labor contractor, as defined*
23 *in subdivision (b) of Section 1682, the name and address of the legal*
entity that secured the services of 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. The deductions made from payment of wages shall be
recorded in ink or other indelible form, properly dated, showing the
month, day, and year, and a copy of the statement and the record of
the deductions shall be kept on file by the employer for at least three
years at the place of employment or at a central location within the
State of California.

24 34. Defendants failed to provide an itemized statement or failed to provide an accurate
25 and complete itemized statement showing the requirements set forth in Labor Code section
26 226(a). Defendants failed to list on the wage statements provided to Plaintiff and similarly
27 situated employees wage statements listing all hours worked and the applicable rates of pay and
28 overtime and double time rates. Plaintiff alleges that Defendants failed to provide accurate

1 itemized wage statements in accordance with Labor Code section 226(a) to all members of the
2 Class.

3 35. Additionally, Plaintiff alleges he suffered injury as a result of Defendants'
4 knowing and intentional failure to provide accurate and complete information as required by any
5 one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and
6 Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's
7 position would not be able to readily ascertain the information without reference to other
8 documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).
9 Moreover, Plaintiff was initially unaware that he was not being paid the correct and agreed-upon
10 hourly rate. Defendants had a pattern and practice of underpaying Plaintiff and similarly situated
11 employees for each hour worked under a variety of pay codes.

12 36. This underpayment of wages also caused the calculations on the wage statements
13 issued to Defendants' employees to be incorrect and legally noncompliant.

14 37. As a proximate cause of Defendants' failure to provide accurate statements,
15 Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under
16 the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

17 **THIRD CAUSE OF ACTION**
18 **(Failure to Pay Overtime Wages)**

19 38. Plaintiff incorporates by reference and re-allege paragraphs 1 through 37 as
20 though fully set forth herein.

21 39. During the period Plaintiff and similarly situated employees were employed by
22 Defendants, Defendants were required to compensate them one and one-half (1½) times the
23 regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours
24 per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
25 hours per day. See California Labor Code §§ 510, 1194. Although Plaintiff and similarly
26 situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours
27 per week, Defendants failed to properly calculate the regular rate and pay all overtime wages
28 owed to them.

40. As discussed above, Defendants failed to incorporate all forms of nondiscretionary renumeration into the calculation of the regular rate when paying overtime and double time.

41. Defendants also failed to pay overtime and double time for all hours worked over 8 hours in a day and 40 hours in a week.

42. Plaintiff and Class members were non-exempt employees under the administrative, executive, or professional exemptions of the applicable Wage Order and California Labor Code section 510.

43. Defendants' conduct described herein violates California Labor Code sections 510 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and Class members have been damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code section 1194.

FOURTH CAUSE OF ACTION **(Waiting Time Penalties)**

44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 43 as though fully set forth herein.

45. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. California Labor Code § 201.

46. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. California Labor Code § 203.

47. Plaintiff and similarly situated employees did not receive all wages at their termination or separation from employment, including, but not limited to, unpaid hourly wages that Defendants underpaid, overtime and double time which was paid at the incorrect rate, and accrued but unused vacation hours.

48. Defendants knew of their obligation to pay Plaintiff and Class Members and Defendants' failure to pay all wages was in complete disregard of their obligations. Such conduct shows Defendants' knowledge of their obligation to pay all wages owed upon termination and willful refusal.

49. As a proximate result of the Defendants' conduct, Plaintiff and Class members have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

FIFTH CAUSE OF ACTION
(Failure to Pay Accrued Unused Vacation Wages)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. Labor Code § 227.3 provides that whenever an employer has a policy that provides for paid vacation time, and an employee is terminated without having taken the time or used the accrued time, all vested vacation shall be paid to the employee as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.

52. Once an employee accrues vacation time, that time is treated as wages earned and cannot be forfeited without compensation. Defendants maintained a policy of providing for paid time off for vacation time which regularly accrued in Claimant's leave balance. An employer may not adopt policies or practices that require forfeiture of vested vacation time without compensation.

53. Claimant had accrued but unused vacation time upon his termination from employment with Defendants, but Defendants failed and refused to pay Claimant the value of that time upon termination. Accordingly, Defendants have violated California Labor Code provisions including, but not limited to, §§ 201, 202, 203, 256 and 227.3.

54. On information and belief, Defendants failed to pay out accrued but unused vacation wages to Plaintiff and Class Members.

55. As a proximate result of the Defendants' conduct, Plaintiff and Class members have been damaged and deprived of their vacation wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

56. Plaintiff and the Class also seek the unpaid vacation wages due, in an amount to be proven at trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to the California Labor Code.

SIXTH CAUSE OF ACTION
(Civil Penalties Pursuant to PAGA § 2698 et seq.)

57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

58. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of the California Labor Code, including but not necessarily limited to, those Labor Code violations identified above.

59. On or about December 8, 2021, Plaintiff sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*, PAGA. As of the date of the filing of this Complaint, the LWDA has not informed Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims. As such, Plaintiff has exhausted his administrative remedies under PAGA and may proceed in this Court.

60. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all Aggrieved Employees for all violations of the Labor Code from December 8, 2020, through trial on this matter.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. For an order certifying the class;
3. For an order certifying Plaintiff's counsel as class counsel;

4. For an order appointing Plaintiff as class representative;
5. For penalties under the California Labor Code according to proof allowed by law;
6. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
8. For injunctive relief;
9. For an award of prejudgment and post-judgment interest; and
10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: February 11, 2022

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff BLAKE AHLERS and the Class

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: February 11, 2022

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff BLAKE AHLERS and the Class