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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

KELLY BELL, individually and on behalf of all
others similarly situated, Plaintiff,

vs.

SCRIPPS HEALTH, INC., a California
corporation; and DOES 1 through 50, inclusive,
Defendants.

Consolidated with:
BARBARAH CABANAS MONREAL
vs.
SCRIPPS HEALTH

SHARLON KIMBLE, SHAUNICE
WILLIAMS vs.
SCRIPPS HEALTH

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/28/2024 at 12:01:00 AM

Clerk of the Superior Court
By Sophia Felix, Deputy Clerk

Lead Case No.
37-2022-00005620-CU-OE-CTL

[Consolidated with Case Nos.
37-2022-00006729-CU-OE-CTL
37-2022-00010056-CU-OE-CTL]

**CONSOLIDATED AMENDED CLASS
ACTION AND PAGA REPRESENTATIVE
COMPLAINT**

IMAGED FILE

Judge: Hon. Joel R. Wohlfeil
Dept.: C-73
Lead Action Filed: February 10, 2022
Trial Date: Not Set

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16 Plaintiffs KELLY BELL (“Plaintiff BELL”), BARBARAH CABANAS MONREAL
17 (“Plaintiff MONREAL”) and Plaintiffs SHARLON KIMBLE and SHAUNICE WILLIAMS (jointly
18 “Plaintiffs KIMBLE and WILLIAMS”) allege as follows.

19 **I.**

20 **THE PARTIES AND FACTUAL ALLEGATIONS**

21 **A. Plaintiff BELL**

22 1. Plaintiff KELLY BELL is a resident of Carlsbad, in San Diego County, California.
23 Defendants currently employ Plaintiff as a non-exempt, hourly-paid Registered Nurse (RN) at the
24 Scripps Mercy Hospital located in the Hillcrest community in San Diego, California. Plaintiff BELL
25 has worked for Defendants since before November 2021.

26 2. As an RN, Plaintiff typically worked twelve (12) hours or more per day, three (3)
27 days per week, and approximately thirty-six (36) hours or more per week. During the Class Period,
28 Plaintiff regularly worked a fourth shift of twelve (12) hours or more during the workweek. Due to

1 staffing shortages, Plaintiff was promised (but never paid) an additional bonus of \$940.00 for taking
2 a fourth shift. Plaintiff's job duties included, without limitation, taking patients' vital signs, assisting
3 other nurses, updating charts, and providing bedside care to patients, including patients suffering
4 illness from COVID-19.

5 3. Plaintiff BELL alleges upon information and belief, Defendants contracted with
6 Kronos Inc., a workforce and payroll management company, during the applicable Class Period.

7 4. Plaintiff BELL alleges that, on or about December 11, 2021, the Kronos payroll
8 system used by Defendants to implement employees' scheduling, timekeeping, overtime pay,
9 holiday pay, bonuses, and/or itemized wage statements was shut down due to a systemwide failure
10 caused by a ransomware attack (the "Shutdown"). The Shutdown lasted from December 11, 2021,
11 until approximately January 22, 2022.

12 5. On December 17, 2021, nearly a week after the Shutdown began, Defendants
13 belatedly issued a memo to all employees of SCRIPPS HEALTH, INC., (the "Memo"). The Memo
14 is attached hereto as **Exhibit 1** and incorporated herein by this reference.

15 6. In the Memo, Defendants stated their purposeful and knowing intention to not
16 accurately track employees' regular and/or overtime pay, accrual of paid time off (PTO), holiday
17 pay and/or other pay to which Plaintiffs and class members were entitled. The Memo states, "[w]e
18 will not use the Dec. 10 [2021] paycheck hours worked as it was impacted by the Thanksgiving
19 Holiday with respect to PTO utilization and holiday coverage." See, Exhibit 1.

20 7. Defendants did not timely pay any overtime to its employees including Plaintiffs and
21 applicable Class Members during the applicable Class Period. The failure to pay was willful,
22 deliberate, knowingly and/or purposeful and part of Defendants practice of refusing to pay overtime
23 during the class period. Plaintiff BELL alleges, as stated in the Memo, Defendants' intention was
24 that "[a]ll payroll calculations will be based on your current base rate, including any recent
25 increases." (Emphasis added.) See, Exhibit 1.

26 8. Plaintiff BELL alleges that during the Shutdown, Defendants did not provide accurate
27 itemized wage statements as required by California Labor Code § 226 due to a knowing, willful and
28 deliberate policy of not providing such statements, instead informing Plaintiffs and class members

1 that “[r]egular hours, overtime hours and premium pay hours will be identical to your Nov. 26
2 paycheck (pay period from Nov. 7 – 20.)” See, Exhibit 1.

3 9. Plaintiff BELL alleges Defendants thus instituted and carried out a uniform policy
4 and/or practice of not providing accurate itemized wage statements, not paying overtime wages, not
5 tracking or paying Holiday time, and/or not tracking or paying Bonuses.

6 10. Defendants’ failure to provide timely, accurate, itemized wage statements, including
7 but not limited to refusing and/or knowingly failing to include accurate hours worked, compensation
8 owed, accrued PTO, and/or earned bonus compensation and/or its concurrent failure to pay overtime
9 wages and/or other compensation to which Plaintiffs and applicable Class Members were owed in
10 fact injured Plaintiffs and class members by forcing them to guess as to what compensation and
11 wages were due, owing and payable to them.

12 11. Plaintiff BELL alleges Defendants exacerbated the problem by instituting an unfair
13 and unlawful policy of offering limited “advances” of at least \$500 for employees who had no way
14 of knowing whether accepting such an “advance” would cause them to become indebted to
15 Defendants. Despite Defendants’ assertions, requests of this sort were not “advances.” Rather, they
16 were delayed, reduced, and sometimes declined portions of wages *already owed to employees*.

17 12. Plaintiff BELL alleges the above system used by Defendants deliberately and
18 systematically deprived employees of actual wages earned. This occurred because Defendants used
19 employees’ November 26, 2021, wage statement to calculate whether employees “qualified” for a
20 \$500 “advance” on wages already due and payable to them. According to the Memo:

21 “All hours from the Nov. 26, 2021 paycheck will be used. If the manner of payment
22 being used in the downtime procedures results in an extreme financial hardship, an
23 employee can request a pay advance using the Pay Advance request form. The
24 minimum request amount is \$500. Your manager must approve the form and agree
25 that the request is supported by additional hours worked in the pay period of Dec. 5,
26 2021 – Dec. 20, 2021, *compared to hours worked in the pay period of Nov. 7, 2021 –*
27 *Nov. 20, 2021.*”
28 See, Exhibit 1 (Emphasis added).

13. Plaintiff BELL alleges that although Defendants’ Kronos system had been restored
as early as January 18, 2022, Plaintiff BELL and applicable Class Members have not been paid or
received their earned overtime compensation, bonuses, and/or holiday pay. Nor have Plaintiffs and

1 the applicable Class Members and aggrieved employees received accurate, itemized wage statements
2 for time worked during the Class Period.

3 14. In response to these events at SCRIPPS, a representative of the California State
4 Division of Labor Standards Enforcement (the California Labor Board), stated “[s]tate laws require
5 that you be paid on the designated pay dates for all of the hours worked during the pay period. There
6 is no exception when the timekeeping system is hacked.”

7 15. Defendant SCRIPPS stated their intention to not accurately track employees’ regular
8 and overtime pay, paid time off (PTO), holiday pay, and/or other pay. The Memo states “We will
9 not use the Dec. 10 paycheck hours worked as it was impacted by the Thanksgiving Holiday with
10 respect to PTO utilization and holiday coverage.” See, Exhibit 1, incorporated herein by this
11 reference.

12 16. Defendant SCRIPPS did not timely pay any overtime to its employees, including
13 Plaintiff and proposed class members and aggrieved employees during the Class Period. The failure
14 to pay was willful, deliberate, and part of Defendants practice of refusing to pay overtime during the
15 class period. As stated in the Memo, “*All payroll calculations will be based on your current base*
16 *rate*, including any recent increases.” See, Exhibit 1 (emphasis added).

17 **B. Plaintiff MONREAL**

18 17. Plaintiff BARBARAH CABANAS MONREAL is a resident of the State of
19 California. At all relevant times herein, he has been employed by Defendants as a non-exempt
20 employee in California. Plaintiff MONREAL alleges for at least four (4) years prior to the filing of
21 this action and through the present, Defendants on multiple occasions have had a pattern and practice
22 of failing to pay wages for all hours worked, including overtime wages, on multiple occasions to
23 Plaintiff and other non-exempt employees in the State of California, such that in the aggregate
24 employees are underpaid wages as a result of Defendants’ pattern and practice of unevenly rounding
25 time worked by its employees.

26 18. Plaintiff MONREAL alleges for at least four (4) years prior to the filing of this action
27 and through to the present Defendants on multiple occasions have had a pattern and practice of failing
28 to pay overtime wages, to Plaintiff and other non-exempt employees in the State of California, as a

1 result of Defendants failure to include all forms of remuneration, including but not limited to shift
2 differential pay, non-discretionary bonus pay, in determining the regular rate of pay.

3 19. Plaintiff MONREAL alleges for at least four (4) years prior to the filing of this action
4 and through to the present Defendants on multiple occasions have had a pattern and practice of failing
5 to pay sick leave at the regular rate of pay to Plaintiff and other non-exempt employees in the State
6 of California, as a result of Defendants' failure to include all forms of remuneration, including but
7 not limited to shift differential pay, non-discretionary bonus pay, in determining the regular rate of
8 pay for purposes of sick leave pay.

9 20. Plaintiff MONREAL alleges for at least four (4) years prior to the filing of this action
10 and through to the present Defendants on multiple occasions have had a pattern and practice of
11 discriminating against Plaintiff and other non-exempt employees in the State of California for using
12 their paid sick leave as a result of Defendants' absence control policy, which counts sick leave taken
13 pursuant to California Labor Code § 233 as an absence that may lead to discipline, including
14 discharge.

15 21. Plaintiff MONREAL alleges Defendants have had a pattern and practice of on
16 multiple occasions failing to provide Plaintiff and other similarly situated employees or former
17 employees within the State of California a thirty (30) minute uninterrupted meal period for days on
18 which the employees worked more than five (5) hours in a workday and a second thirty (30) minute
19 uninterrupted meal periods for days on which the employees worked in excess of ten (10) hours in a
20 work day, and on multiple occasions failing to provide compensation at the regular rate of pay for
21 such unprovided meal periods.

22 22. Plaintiff MONREAL alleges Defendants have had a pattern and practice Defendants
23 have had a pattern and practice of on multiple occasions failing to provide Plaintiff and similarly
24 situated employees or former employees within the State of California rest periods of at least ten
25 (10) minutes per four (4) hours worked or major fraction thereof and on multiple occasions failing
26 to provide compensation at the regular rate of pay for such unprovided rest periods as required by
27 California wage and hour laws.

1 23. Plaintiff MONREAL alleges Plaintiff and other similarly situated employees or
2 former employees at all times pertinent hereto were not exempt from the overtime, meal break and
3 rest break provisions of California law, and the implementing rules and regulations of the IWC
4 California Wage Orders.

5 24. Plaintiff MONREAL alleges Defendants have failed to comply with Labor Code
6 §226(a) by, on multiple occasions, not providing itemized wage statements accurately showing,
7 including but not limited to, correct name of the employer, total hours worked during the pay period
8 and pay due and owing for failure to pay wages as described herein.

9 25. Plaintiff MONREAL alleges at the time Plaintiff's employment and the employment
10 of other former employees of ended, Defendants on multiple occasions willfully failed to pay all
11 earned wages as described herein.

12 **C. Plaintiffs KIMBLE and WILLIAMS**

13 26. Plaintiff SHARLON KIMBLE is and was a resident of the County of San Diego in
14 the State of California and were employed by Defendants in the County of San Diego. Plaintiff
15 KIMBLE was employed by Defendants as a non-exempt Lab Assistant around October 14, 2019,
16 until the termination of her employment on August 10, 2021. Defendants required Plaintiff KIMBLE
17 to use their timekeeping system to clock in and out each shift and when going and returning from
18 meal periods.

19 27. Plaintiff SHAUNICE WILLIAMS is and was a resident of the County of San Diego
20 in the State of California and were employed by Defendants in the County of San Diego. Plaintiff
21 WILLIAMS was employed by Defendants as a non-exempt Patient Care Assistant around March 9,
22 2020 through August 2021. Defendants required Plaintiff WILLIAMS to use their timekeeping
23 system to clock in and out each shift and when going and returning from meal periods.

24 28. Plaintiffs KIMBLE and WILLIAMS allege Defendants employed a policy and
25 practice of rounding Plaintiffs' time punches to the nearest quarter-hour. At all material times,
26 Defendants have relied on Plaintiffs' rounded punch times when assessing whether Plaintiffs
27 received their meal periods after the first five hours of their shifts. At all material times, Defendants
28

1 have not relied on Plaintiffs' actual time punches when assessing whether Plaintiffs received their
2 meal periods after the first five hours of their shifts.

3 29. Plaintiffs KIMBLE and WILLIAMS allege the result of Defendants' policies and
4 practices is that they failed to pay premium wages for meal periods Plaintiffs did not take within the
5 first five hours of their shifts based on their actual time punches.

6 30. Plaintiffs KIMBLE, WILLIAMS, and Defendants' other similarly situated non-
7 exempt employees did not receive meal periods within the first five hours of their shifts and
8 Defendants failed to pay all premium wages for these untimely meal periods.

9 31. Plaintiffs KIMBLE and WILLIAMS, and Defendants' other similarly situated non-
10 exempt employees, never consented to taking their meal periods after the first five hours of their
11 shifts.

12 32. At all material times, Defendants had and have a pattern and practice of failing to
13 provide Plaintiff WILLIAMS and similarly situated non-exempt employees uninterrupted rest
14 periods of at least ten (10) minutes per every four (4) hours worked or major fraction thereof or the
15 required compensation in lieu of.

16 33. Defendants have engaged in a practice of failing to pay overtime wages to Plaintiff
17 WILLIAMS and other similarly situated non-exempt employees as a result of Defendants' improper
18 rounding for time worked.

19 34. Plaintiff WILLIAMS and similarly situated non-exempt employees worked shifts that
20 were more than eight hours in a workday and or more than forty hours in a work week and Plaintiff
21 WILLIAMS and similarly situated non-exempt employees were not paid overtime wages for all
22 hours worked. Plaintiff WILLIAMS did not receive proper overtime compensation whether through
23 rounding or alternate form of failing to pay Plaintiff WILLIAMS and other non-exempt employees.

24 35. As a result of Defendants' practices of failing to pay proper overtime compensation
25 for all overtime hours worked, Plaintiff WILLIAMS and similarly situated non-exempt employees
26 were not paid the proper overtime compensation for all overtime hours worked as mandated by the
27 California Labor Code.

1 36. Plaintiff WILLIAMS further alleges that Defendants failed to pay sick leave to
2 Plaintiff WILLIAMS and similarly situated non-exempt employees and failed to pay all accrued sick
3 leave due to Defendants' method of calculating the regular rate.

4 **D. All Plaintiffs**

5 37. Plaintiffs allege Defendant SCRIPPS HEALTH, INC., is, and at all times alleged
6 herein, was a California corporation that operates several hospitals, clinics, and medical centers
7 throughout Southern California.

8 38. At all times during the applicable Class Period(s), Defendants have conducted
9 business and employed Plaintiffs and applicable Class Members in San Diego County and California.

10 39. Plaintiffs allege, upon information and belief, that Defendants maintain a single,
11 centralized Human Resources ("HR") department at their corporate headquarters in San Diego,
12 California, which is responsible for communicating and implementing Defendants' company-wide
13 policies, including timekeeping, payment of wages, issuance of wage statements, and bonus and
14 holiday-pay policies to employees throughout California.

15 40. Upon information and belief, Defendants maintain a centralized Payroll department
16 at their corporate headquarters in San Diego, California, which processes payroll and issues wage
17 statements for all non-exempt, hourly-paid employees working for Defendants and their various
18 other locations in California, including Plaintiffs and applicable class members.

19 41. Defendants continue to employ non-exempt, hourly-paid employees within
20 California.

21 42. Plaintiffs are informed and believe, and thereon allege that, at all times herein
22 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
23 advisors knowledgeable about California labor and wage law, employment and personnel practices,
24 and about the requirements of California law.

25 43. Plaintiffs is informed and believes, and thereon allege, that Plaintiffs and applicable
26 Class Members and aggrieved employees were not paid for all hours worked, including minimum
27 wage.

1 44. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
2 should have known that Plaintiffs and applicable Class Members and aggrieved employees were
3 entitled to receive certain wages for overtime compensation and that Plaintiffs and applicable Class
4 Members were not receiving certain wages for overtime compensation.

5 45. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
6 should have known that Plaintiffs and applicable Class Members and aggrieved employees were
7 entitled to be paid at a regular rate of pay, and corresponding overtime rate of pay, that included as
8 eligible income all remuneration for employment paid to, or on behalf of, the employee, including
9 shift differential pay, cash-in-lieu of benefits payments, non-discretionary bonuses, holiday pay,
10 and/or incentive pay.

11 46. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
12 should have known that Plaintiffs and/or applicable Class Members and aggrieved employees were
13 entitled to receive complete and accurate wage statements in accordance with California law. In
14 violation of the California Labor Code, Plaintiffs and/or applicable Class Members were not
15 provided complete and accurate wage statements.

16 47. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known they had a duty to maintain accurate and complete timekeeping records of hours
18 worked by Plaintiffs and applicable Class Members and aggrieved employees in accordance with
19 the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed
20 to do so.

21 48. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known they had a duty to maintain accurate and complete payroll records in accordance
23 with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally
24 failed to do so.

25 49. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known Plaintiffs and class members and aggrieved employees were entitled to timely
27 payment of wages during their employment. In violation of the California Labor Code, Plaintiffs and
28 applicable Class Members and aggrieved employees did not receive payment of all wages, including,

1 but not limited to, overtime wages, minimum wages, and meal and/or rest period premiums, within
2 permissible time and/or payroll periods.

3 50. Plaintiffs are informed and believe, and thereon allege that, at all times herein
4 mentioned, Defendants knew or should have known they had a duty to provide Plaintiffs and
5 applicable Class Members and aggrieved employees with written notice of the material terms of their
6 employment with Defendants as required by the California Wage Theft Prevention Act, but willfully,
7 knowingly, and intentionally failed to do so.

8 51. Plaintiffs are informed and believe, and thereon allege that, at all times herein
9 mentioned, Defendants knew or should have known they had a duty to compensate Plaintiffs and
10 applicable Class Members and aggrieved employees for all hours worked, and that Defendants had
11 the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
12 do so, and/or falsely represented to Plaintiffs and class members that they were properly denied
13 wages, all in order to increase Defendants' profits.

14 52. California Labor Code section 558(a) provides "[a]ny employer or other person
15 acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or
16 any provision regulating hours and days of work in any order of the Industrial Welfare Commission
17 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
18 underpaid employee for each pay period for which the employee was underpaid in addition to an
19 amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars
20 (\$100) for each underpaid employee for each pay period for which the employee was underpaid in
21 addition to an amount sufficient to recover underpaid wages." Labor Code section 558(c) provides
22 "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty
23 provided by law."

24 53. California Labor Code section 558.1 provides "(a) Any employer or other person
25 acting on behalf of an employer, who violates, or causes to be violated, any provision regulating
26 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or
27 violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable
28 as the employer for such violation. (b) For purposes of this section, the term "other person acting

1 on behalf of an employer” is limited to a natural person who is an owner, director, officer, or
2 managing agent of the employer, and the term “managing agent” has the same meaning as in
3 subdivision (b) of Section 3294 of the Civil Code. (c) Nothing in this section shall be construed to
4 limit the definition of employer under existing law.”

5 54. Defendants SCRIPPS and VAN GORDER, is and at all times relevant to this
6 complaint, was an employer or persons acting on behalf of an employer(s) who violated Plaintiffs’
7 and other aggrieved employees’ rights by violating various sections of the California Labor Code as
8 set forth above.

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

11 **E. Defendant SCRIPPS HEALTH**

12 56. Defendant SCRIPPS HEALTH, INC., was and is, a California corporation, and at all
13 times hereinafter mentioned, an employer whose employees are engaged throughout the County of
14 San Diego, State of California, or the various states of the United States of America.

15 57. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein
16 under the fictitious names DOES 1 through 50 but will seek leave of this Court to amend the
17 complaint and serve such fictitiously named Defendants once their names and capacities become
18 known.

19 58. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 50 are
20 the partners, agents, owners, shareholders, managers, or employees of SCRIPPS HEALTH, INC. at
21 all relevant times.

22 59. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts
23 and omissions alleged herein was performed by, or is attributable to, SCRIPPS HEALTH, INC.
24 and/or DOES 1 through 10 (collectively “Defendants” or “SCRIPPS”), each acting as the agent,
25 employee, alter ego and/or joint venturer of and/or working in concert with each of the other co-
26 Defendants and was acting within the course and scope of such agency, employment, joint venture,
27 or concerted activity with legal authority to act on the others’ behalf. The acts of any and all
28 Defendants were in accordance with, and represent, the official policy of Defendants.

60. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

61. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions, occurrences, and/or transactions alleged herein.

II.

CLASS ALLEGATIONS

A. Plaintiff BELL

62. Plaintiff BELL brings this action individually, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure § 382. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

63. Plaintiff BELL's proposed class consists of and is defined as follows:

All persons who are or were employed by Defendants as non- exempt, hourly paid employees at any time from November 7, 2021, until the date of trial (“Class”).

B. Plaintiff MONREAL

64. Plaintiff MONREAL seeks to represent five Classes composed of and defined as follows:

Non-Exempt Employee Class

All current and former employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Non-Exempt Employee Class").

Meal Period Class

All current and former employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class action is provided to the class, who worked shifts of 5 hours or more (collectively referred to as "Meal Period Class").

1 **Rest Period Class**

2 All current and former employees of Defendants within the State of California
3 at any time commencing four (4) years preceding the filing of Plaintiffs
4 complaint up until the time that notice of the class action is provided to the
5 class, who worked shifts of 4 hours or more (collectively referred to as "Rest
6 Period Class").

7 **Late Pay Class**

8 All former employees of Defendants within the State of California at any time
9 commencing three (3) years preceding the filing of Plaintiffs complaint up until
10 the time that notice of the class action is provided to the class, who did not
11 receive all their wages upon termination and or resignation of their
12 employment (collectively referred to as "Late Pay Class").

13 **Wage Statement Class**

14 All current and former employees of Defendants within the State of California,
15 to whom, at any time commencing one (1) year preceding the filing of
16 Plaintiffs complaint up until the time that notice of the class action is provided
17 to the class, were provided with wage statements (collectively referred to as
18 "Wage Statement Class").

19 **C. Plaintiffs KIMBLE and WILLIAMS**

20 65. Plaintiffs KIMBLE and WILLIAMS seek to represent the following Classes:

- 21 (a) All California residents who are current and former non-exempt
22 employees of Defendants in the State of California, at any time from
23 March 15, 2018 through the date of judgment. ("Plaintiff Class");
- 24 (b) All California residents who are current and former non-exempt
25 employees of Defendants in the State of California, who have not
26 been compensated for all meal periods not taken within the first
27 five hours of their shifts between March 15, 2018 and the date of
28 judgment. ("Meal Period Class");
- (c) All California residents who are current and former non-exempt
 employees of Defendants in the State of California, who have not
 been compensated for all hours between May 20, 2018, and the
 date of judgment. ("Minimum wage and Overtime Class");
- (d) All California residents who are current and former non-exempt
 employees of Defendants in the State of California, who had wages
 deducted from May 20, 2018 through the date of judgment.
 ("Deduct Wages Class");
- (e) All California residents who are current and former non-exempt
 employees of Defendants in the State of California, who were not
 compensated or compensated at the proper rate for sick leave from
 May 20, 2018 through the date of judgment. ("Sick Leave Class");
- (f) All California residents who are current and former non-exempt
 employees of Defendants in the State of California, who received a
 wage statement at anytime from March 15, 2018 through the date
 of judgment. ("Wage Statement Class");

1 (g) All California residents who are current and former non-exempt
2 employees of Defendants in the State of California, who worked
3 shifts of three-and-a-half (3- 1/2) consecutive hours or more from
4 May 20, 2018 through the date of judgment. (“Rest Period Class”).

5 66. Plaintiffs and each of them reserve the right to redefine the Class and to add
6 subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

7 67. Plaintiff BELL alleges there are common questions of law and fact as to class
8 members that predominate over questions affecting only individual members, including, but not
9 limited to:

- 10 (a) Whether Defendants required Plaintiffs and class members to work over eight (8)
11 hours per day, over twelve (12) hours per day, or over forty (40) hours per week
12 and failed to pay all legally required overtime compensation to Plaintiffs and class
13 members;
- 14 (b) Whether Defendants failed to properly calculate the “regular rate” of pay on
15 which Plaintiffs and class members’ overtime rate of pay was based;
- 16 (c) Whether Defendants provided Plaintiffs and/or class members with complete and
17 accurate wage statements as required by California Labor Code section 226(a);
- 18 (d) Whether Defendants failed timely to pay overtime wages, minimum wages, meal
19 period and rest/recovery break premiums to Plaintiffs and class members during
20 their employment;
- 21 (e) Whether Defendants failed to provide written notice of information material to
22 Plaintiffs’ and class members’ employment with Defendants;
- 23 (f) Whether Defendants engaged in unfair and/or unlawful business practices in
24 violation of California Business & Professions Code sections 17200, et seq.; and
- 25 (g) The appropriate amount of damages, restitution, or monetary penalties resulting
26 from Defendants’ violations of California law.

27 68. Plaintiff MONREAL alleges there are questions of law and fact common to Class
28 Members. These common questions include, but are not limited to:

- 1 (a) Did Defendants violate Labor Code §1194 by not compensating Class Members
2 overtime wages?
- 3 (b) Did Defendants violate Labor Code §§1194 and 1197 by not paying Class
4 Members minimum wages for all hours worked?
- 5 (c) Did Defendants violate Labor Code §512 by not providing Class Members with
6 meal periods?
- 7 (d) Did Defendants violate Labor Code §226.7 by not providing Class Members
8 additional wages at the regular rate of pay for missed or interrupted meal periods?
- 9 (e) Did Defendants violate Labor Code §226.7 by not providing Class Members
10 additional wages at the regular rate of pay for missed meal periods?
- 11 (f) Did Defendants violate Labor Code §§ 201 and 202 by failing to pay Class
12 Members upon termination or resignation all wages earned?
- 13 (g) Are Defendants liable to Class Members for penalty wages under Labor Code
14 §203?
- 15 (h) Did Defendants violate Labor Code §226(a) by not furnishing Class Members
16 with accurate wage statements?
- 17 (i) Did Defendants violate the Unfair Competition Law, Business and Professions
18 Code §17200, *et seq.*, by its unlawful practices as alleged herein?
- 19 (j) Are Class Members entitled to restitution of penalty wages under Business and
20 Professions Code §7203?
- 21 (k) Did Defendants violate Labor Code §§233, 246, and 246.5 by not paying Class
22 Members for sick leave at the regular rate of pay?
- 23 (l) Are Class Members entitled to attorney's fees?
- 24 (m) Are Class Members entitled to interest?

25 69. Plaintiffs KIMBLE and WILLIAMS allege these common questions of law or fact
26 predominate over questions affecting only individual members, including (without limitation)
27 whether:
28

- 1 (a) Defendants engaged in a pattern or practice in California of failing to relieve
2 Plaintiffs and others similarly situated of all duties so they can take one legally
3 mandated meal period every work period of at least five consecutive hours
4 within the first five hours of their shifts in compliance with California law;
5
6 (b) Defendants engaged in a pattern or practice in California of failing to relieve
7 Plaintiffs and others similarly situated of all duties so they can take one legally
8 mandated meal period every work period of at least five consecutive hours for
9 at least 30 uninterrupted minutes in compliance with California law;
10
11 (c) Defendants' meal period policy was facially compliant under California law;
12
13 (d) Defendants had a common practice that made taking timely meal periods
14 extremely difficult;
15
16 (e) Defendants had a practice of pressuring Plaintiffs and Plaintiff Classes to take
17 late meal periods;
18
19 (f) Defendants failed to provide accurate itemized wages statements to Plaintiffs
20 and Plaintiff Classes in California as a result of failing to provide legally
21 compliant meal periods;
22
23 (g) Defendants timely paid all final wages owed to Plaintiffs and Plaintiff Classes;
24

25 70. Plaintiffs allege there is a well-defined community of interest in the litigation and the
26 class members are readily ascertainable from Defendants' records.
27

- 28 (a) Numerosity: The class members are so numerous that joinder of all members
would be unfeasible and impractical. The membership of the entire class is
unknown to Plaintiffs at this time; however, the class is estimated to be greater
than one thousand (1,000) individuals and the identity of such membership is
readily ascertainable by inspection of Defendants' employment records.
(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the
interests of each class member with whom she has a well-defined community of
interest, and Plaintiffs' claims (or defenses, if any) are typical of all class members
as demonstrated herein.
(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the
interests of each class member with whom she has a well-defined community of
interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge
that they have an obligation to make known to the Court any relationship,

1 conflicts or differences with any class member. Plaintiffs’ attorneys, the proposed
2 class counsel, are versed in the rules governing class action discovery,
3 certification, and settlement. Plaintiffs have incurred, and throughout the duration
4 of this action, will continue to incur costs and attorneys’ fees that have been, are,
5 and will be necessarily expended for the prosecution of this action for the
6 substantial benefit of each class member.

7 (d) Superiority: The nature of this action makes the use of class action adjudication
8 superior to other methods. A class action will achieve economies of time, effort,
9 and expense as compared with separate lawsuits, and will avoid inconsistent
10 outcomes because the same issues can be adjudicated in the same manner and at
11 the same time for the entire class.

12 **III.**

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME WAGES**

15 **(All Plaintiffs)**

16 71. Plaintiffs and each of them incorporate all prior allegations by this reference as though
17 fully stated herein.

18 72. Plaintiffs and each of them allege Defendants failed to pay overtime wages as require
19 by California Labor Code §510 and/or §1198 for all hours worked in excess of eight (8) hours in a
20 day or forty (40) hours in a work week.

21 73. As herein alleged, Defendants’ actions of failing or refusing to pay Plaintiffs and
22 applicable Class Members overtime wages as required were willful and done with a conscious
23 disregard for the rights of Plaintiffs and were authorized, ratified, and/or condoned by Defendants’
24 Chief Executive Officer (CEO) Christopher Van Gorder.

25 74. Plaintiffs further allege Defendants did not pay Plaintiffs and class members and
26 aggrieved employees the correct overtime rate for the recorded overtime hours that they generated.
27 In addition to an hourly wage, Defendants paid Plaintiffs and class members and aggrieved employees
28 shift differential pay, cash-in-lieu of benefits payments, incentive pay, and/or nondiscretionary

1 bonuses. However, in violation of the California Labor Code, Defendants failed to incorporate all
2 remunerations, including shift differential pay, cash-in-lieu of benefits payments, incentive pay,
3 and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
4 calculating the overtime wage rate. Therefore, during times when Plaintiffs and class members and
5 aggrieved employees worked overtime and received shift differential pay, cash-in-lieu of benefits
6 payments, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime
7 wages by paying a lower overtime rate than required.

8 75. Labor Code §511(a) states in pertinent part: “Upon the proposal of an employer, the
9 employees of an employer may adopt a regularly scheduled alternative workweek that authorizes
10 work by the affected employees for no longer than 10 hours per day within a 40-hour workweek
11 without the payment to the affected employees of an overtime rate of compensation pursuant to this
12 section. A proposal to adopt an alternative workweek schedule shall be deemed adopted only if it
13 receives approval in a secret ballot election by at least two-thirds of affected employees in a readily
14 identifiable work unit. The regularly scheduled alternative workweek proposed by an employer for
15 adoption by employees may be a single work schedule that would become the standard schedule for
16 workers in the work unit, or a menu of work schedule options, from which each employee in the unit
17 would be entitled to choose.”

18 76. Labor Code §511(e) states: “The results of any election conducted pursuant to this
19 section shall be reported by an employer to the Division of Labor Standards Enforcement within 30
20 days after the results are final.”

21 77. Labor Code §511(b) states in pertinent part: “An affected employee working longer
22 than eight hours but not more than 12 hours in a day pursuant to an alternative workweek schedule
23 adopted pursuant to this section shall be paid an overtime rate of compensation of no less than one
24 and one-half times the regular rate of pay of the employee for any work in excess of the regularly
25 scheduled hours established by the alternative workweek agreement and for any work in excess of
26 40 hours per week. An overtime rate of compensation of no less than double the regular rate of pay
27 of the employee shall be paid for any work in excess of 12 hours per day and for any work in excess
28 of eight hours on those days worked beyond the regularly scheduled workdays established by the

1 alternative workweek agreement.”

2 78. Defendants, as a matter of established company policy and procedure, at each and
3 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 4 a. Administered a uniform company policy and practice as to the pay policies
5 regarding the class members;
- 6 b. Scheduled the class members to work using an alternative workweek schedule,
7 adopted pursuant to Labor Code §511 and the IWC Wage Order(s); yet
- 8 c. Failed to comply with the requirements set forth in Labor Code §511 and the
9 IWC Wage Order(s) for legal alternative workweek schedules with regard to the
10 class members; and as such,
- 11 d. Failed to pay the class members legal overtime compensation for all work
12 accomplished in excess of eight (8) hours per day and/or forty (40) hours per
13 week when Defendants required class members to work less than the agreed
14 upon hours in a shift, the class member is entitled to time and one-half for hours
15 in excess of eight (8) hours and double time for hours in excess of twelve (12)
16 hours on that day.

17 79. Defendants’ failure to pay Plaintiffs and class members and aggrieved employees the
18 balance of overtime compensation and failure to include all applicable remuneration in calculating
19 the regular rate of pay for overtime pay, as required by California law, violates the provisions of
20 California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194,
21 Plaintiffs and class members and aggrieved employees are entitled to recover their unpaid overtime
22 compensation, as well as interest, costs, and attorneys’ fees in an amount according to proof.

23 80. As a direct and proximate result of Defendant’s violations of the California Labor
24 Code and/or IWC Wage Orders, as herein alleged, Plaintiff is entitled to recovery for herself and all
25 aggrieved employees of any and all applicable penalties recoverable pursuant to the Private Attorney
26 General Act (PAGA) in an amount according to proof.

27 81. As a direct and proximate result of Defendants’ failure to pay overtime wages as
28 required Plaintiffs and applicable Class Members have suffered lost wages and economic damages
in an amount according to proof at trial.

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1 IV.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PROVIDE MEAL PERIODS**

4 **(All Plaintiffs)**

5 82. Plaintiffs and each of them incorporate all prior allegations by this reference as though
6 fully stated herein.

7 83. Plaintiffs allege that pursuant to Labor Code §512, no employer shall employ an
8 employee for a work period of more than five (5) hours without a meal break of not less than thirty
9 (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer
10 shall employ an employee for a work period of more than ten (10) hours per day without providing
11 the employee with a second meal period of not less than thirty (30) minutes in which the employee
12 is relieved of his or her duties. Plaintiffs and the applicable Class Members were on multiple
13 occasions not provided with requisite meal periods as contemplated under the law since employees
14 would be prevented and discouraged by workplace interruptions which caused missed, short and late
15 meal periods.

16 84. At all times herein mentioned Defendants and each of them failed to provide or make
17 available to Plaintiff and the class members and aggrieved employees a required 30-minute
18 uninterrupted meal period(s) for each five (5) hours worked and/or suffered, during which Plaintiffs
19 were relieved of all work duties and/or responsibilities nor did Defendants and each of them provide
20 or make available to Plaintiffs and each of them any second meal period(s) for a work period of more
21 than ten (10) hours per day, regardless of whether Plaintiff signed a meal period waiver. At no time
22 did Plaintiffs waive their right to any meal period(s), or the statutorily required second meal period
23 as alleged.

24 85. At no time was Plaintiff and the class members compensated for any and/or all meal
25 period(s) which Defendants refused and/or failed to provide, make available and/or which Defendants
26 and each of them permitted Plaintiffs and each of them to suffer the loss of.

27 86. As a direct and proximate result of Defendants' and each of their failure to provide
28 meal periods as required, Plaintiff and the class members and aggrieved employees are entitled to

1 recover one additional hour of pay at the employee's regular rate of compensation for each workday
2 that the meal period is not provided in an amount according to proof at trial including interest thereon.

3 87. As a further direct and proximate result of Defendants' conduct in failing to provide
4 required meal periods as herein alleged, pursuant to the provisions of Industrial Wage Order No. 4-
5 2001 (eff. 1/1/2001), Plaintiff and the class members and aggrieved employees are entitled to recover
6 a penalty of \$50.00 for each violation underpaid employee for each pay period during which the
7 employee was denied a meal period in addition to the amount which is sufficient to recover unpaid
8 wages. Plaintiffs are further entitled to recover for each subsequent violation \$100.00 for each
9 employee for each pay period during which the employee was denied a meal period in addition to the
10 amount which is sufficient to recover unpaid wages.

11 88. As a further direct and proximate result of Defendants' and each of their conduct as
12 herein alleged, Plaintiffs and each of them have retained legal counsel and are thereon entitled to an
13 award of attorney's fees and costs of suit pursuant to applicable statute(s) including but not limited to
14 California Labor Code §98.2(c), §218.5, and/or §1194(a), in an amount according to proof at trial.

15 89. As a direct and proximate result of Defendant's violations of the California Labor
16 Code and/or IWC Wage Orders, as herein alleged, Plaintiff is entitled to recovery for herself and all
17 aggrieved employees of any and all applicable penalties recoverable pursuant to the Private Attorney
18 General Act (PAGA) in an amount according to proof.

19 V.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PROVIDE REST PERIODS**

22 **(All Plaintiffs)**

23 90. Plaintiffs and each of them incorporate all prior allegations by this reference as though
24 fully stated herein.

25 91. Plaintiffs allege IWC Wage Order 5-2001(12)(A) and California Code of
26 Regulations, Title 8, section 11050(12)(A) require employers authorize and permit all employees to
27 take a paid rest period of at least ten (10) minutes for every four (4) hours worked or major fraction
28 thereof.

1 92. California Labor Code §226.7 provides that “no employer shall require any employee
2 to work during any meal or rest period mandated by an applicable order of the Industrial Welfare
3 Commission.

4 93. IWC Wage Order 5-2001(11)(B), California Code of Regulations, Title 8, section
5 11050(11)(B), and Labor Code §226.7(b) provide that if an employer fails to provide an employee
6 a duty-free rest period in accordance with this section, the employer shall pay the employee one hour
7 of pay at the employee’s regular rate of compensation for each workday that the rest period is not
8 provided.

9 94. Defendants failed and or refused to implement a relief system by which Plaintiffs and
10 applicable Class Members could receive rest breaks and/or work free rest breaks.

11 95. Further, Plaintiffs and the applicable Class Members are entitled to damages under
12 California Labor Code §226.7 of one additional hour of pay at the employee’s regular rate of pay for
13 each duty-free rest period that was not provided.

14 96. Furthermore, due to Defendants’ pattern and practice of failing to provide duty-free
15 rest periods, Plaintiffs and the applicable Class Members did not receive their rest breaks within the
16 required statutory time frame. By and through their actions, Defendants intentionally and improperly
17 denied rest periods to Plaintiffs and the applicable Class Members in violation of Labor Code
18 §§226.7.

19 97. As a further direct and proximate result of Defendants’ conduct in failing to provide
20 required rest or recovery periods as herein alleged, pursuant to the provisions of Industrial Wage
21 Order No. 4-2001 (eff. 1/1/2001), Plaintiffs and the applicable Class Members are entitled to recover
22 a penalty of \$50.00 for each violation underpaid employee for each pay period during which the
23 employee was denied a rest or recovery period in addition to the amount which is sufficient to recover
24 unpaid wages. Plaintiffs and the applicable Class Members and aggrieved employees are further
25 entitled to recover for each subsequent violation \$100.00 for each underpaid employee for each pay
26 period during which the employee was underpaid in addition to the amount which is sufficient to
27 recover unpaid wages.

98. As a further direct and proximate result of Defendants' and each of their conduct as herein alleged, Plaintiffs and each of them have retained legal counsel and are thereon entitled to an award of attorney's fees and costs of suit pursuant to applicable statute(s) including but not limited to California Labor Code §98.2(c), §218.5, and/or §1194(a), in an amount according to proof at trial.

99. As a direct and proximate result of Defendant's violations of the California Labor Code and/or IWC Wage Orders, as herein alleged, Plaintiffs are entitled to recovery for themselves and all aggrieved employees of any and all applicable penalties recoverable pursuant to the Private Attorney General Act (PAGA) in an amount according to proof.

VI.

FOURTH CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(All Plaintiffs)

100. Plaintiffs and each of them incorporate all prior allegations by this reference as though fully stated herein.

101. California Labor Code §1194(a) provides that, “[n]otwithstanding 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 attorney's fees, and costs of suit.”

102. At all relevant times, Plaintiffs and the applicable Class Members were employees of Defendants covered by Labor Code §1197 and applicable Wage Orders.

103. At all times herein mentioned, to the extent that Plaintiffs and applicable Class Members worked for Defendants during shifts that were less than eight hours in a work day and/or less than forty hours in a work week, on multiple occasions these employees have not been paid minimum wage, such that in the aggregate employees are underpaid wages as a result of Defendants' pattern and practice of unevenly rounding time worked by its employees.

104. At all times herein mentioned Defendants and each of them required Plaintiffs and applicable Class Members to be available to report to work on an on-call or standby status and paid these employees at an hourly rate less than the applicable minimum wage.

105. At all times herein mentioned Defendants and each of them failed to pay Plaintiff and class members and aggrieved employees the equivalent of the applicable California minimum wage for all hours worked, permitted, directed and/or suffered.

106. Defendants' failure to pay Plaintiffs and class members and aggrieved employees minimum wages as herein alleged, as required by California law, violates the provisions of California Labor Code section 1194. Pursuant to California Labor Code section 1194, Plaintiffs and class members and aggrieved employees are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees in an amount according to proof.

107. As a direct and proximate result of Defendant's violations of the California Labor Code and/or IWC Wage Orders, as herein alleged, Plaintiff is entitled to recovery for herself and all aggrieved employees of any and all applicable penalties recoverable pursuant to the Private Attorney General Act (PAGA) in an amount according to proof.

VII.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE/EARNINGS STATEMENTS

(All Plaintiffs)

108. Plaintiffs and each of them incorporate all prior allegations by this reference as though fully stated herein.

109. Employers must provide their employees, along with their employees' paychecks, "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages

1 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and his or her social security number, except that by January 1, 2008, only the last four
3 digits of his or her social security number or an employee identification number other than a social
4 security number may be shown on the itemized statement, (8) the name and address of the legal
5 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by the employee.” (Cal. Labor Code
7 §226(a).

8 110. Plaintiffs, on information and belief, allege Defendants intentionally did not provide
9 Plaintiffs and applicable Class Members accurate wage statements under California Labor Code.

10 111. Plaintiffs, on information and belief, allege Defendants intentionally did not provide
11 Plaintiffs and applicable Class Members accurate wage statements under California Labor Code
12 section 226(a) because Defendants intended to avoid paying Plaintiffs and members of Plaintiffs and
13 applicable Class Members the premium wages for noncompliant meal periods Plaintiffs and
14 members of Plaintiff Classes were legally entitled to in order for Defendants to generate greater
15 profits at the expense of Plaintiff and members of Plaintiff Classes, and all similarly situated
16 employees.

17 112. Defendants have knowingly and intentionally failed to comply with California Labor
18 Code section 226(a) on wage statements, which should have been properly provided to Plaintiffs and
19 applicable Class Members and such violations flow from Defendants’ improper policies and
20 practices, their implementation and enforcement by Defendants, and the violations alleged in the
21 preceding causes of action and herein. More specifically, the overtime rate, hours, and wages, meal
22 and rest period premium wages, and the proper gross and net amounts of income were not, but should
23 have been, itemized on the wage statements Defendants issued to Plaintiffs and members of Plaintiff
24 Classes, and constitutes a violation of California Labor Code §226. Defendants’ intentional conduct
25 by failing to provide Plaintiffs and applicable Class Members with accurate wage statements have
26 caused Plaintiffs and applicable Class Members to suffer injury in fact by depriving them of their
27 wage records. In order to determine if they had been paid the correct amount for all overtime hours
28 and noncompliant meal periods, Plaintiffs and applicable Class Members have been, would have

1 been, and are compelled to discover for accuracy, the required information missing from their wage
2 statements and to perform calculations in light of the inaccuracies and incompleteness of the wage
3 statements Defendants provided them.

4 113. Plaintiff BELL further alleges Defendants knowingly and intentionally copied
5 timecards and pay statements from the date of November 26, 2021, during the relevant period, without
6 regard to actual fluctuations or changes to hours worked, overtime hours, shift differential pay, cash-
7 in-lieu of benefits payments, non-discretionary bonuses, and incentive pay.

8 114. Plaintiff BELL alleges Defendants' practice of "cloning" during the relevant period
9 caused injury in fact to Plaintiffs applicable Class Members and aggrieved employees because the
10 practice resulted in nonpayment of minimum and overtime wages, shift differential pay, cash-in-lieu
11 of benefits payments, non-discretionary bonuses, and incentive pay.

12 115. Plaintiff BELL alleges the practice of "cloning" during the relevant period caused
13 injury in fact to Plaintiff and proposed class members and aggrieved employees because employees
14 were forced to go without overtime pay during the relevant period, or alternatively, risk drawing an
15 "advance" of up to \$500 from wages already earned, without knowing what wages were in fact
16 earned, owed, due, and payable.

17 116. As a result of Defendants' knowing and intentional failure to provide accurate itemized
18 wage statements, Plaintiffs and applicable Class Members are entitled to actual damages or penalties
19 not to exceed \$4,000 for each employee pursuant together with interest and attorneys' fees and costs
20 to Labor Code § 226(a)(b).

21 117. Defendants' unlawful acts deprived Plaintiffs and applicable Class Members of
22 premium wages in amounts to be determined at trial, and they are entitled to recover such amounts,
23 plus interest, attorneys' fees, and costs in an amount according to proof.

24 118. As a direct and proximate result of Defendant's violations of the California Labor
25 Code and/or IWC Wage Orders, as herein alleged, Plaintiff is entitled to recovery for herself and all
26 aggrieved employees of any and all applicable penalties recoverable pursuant to the Private Attorney
27 General Act (PAGA) in an amount according to proof.

VIII.

SIXTH CAUSE OF ACTION

UNLAWFUL & UNFAIR BUSINESS PRACTICES

[Cal. Bus. & Prof. Code §17200]

(All Plaintiffs)

119. Plaintiffs and each of them incorporate all prior allegations by this reference as though fully stated herein.

120. Defendants are a “person” as defined by California Business & Professions Code §17201, as they are corporations, firms, partnerships, joint stock companies and/or an association.

121. Defendants’ conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiffs and applicable Class Members, and to the general public. Plaintiffs and applicable Class Members have suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices. As such, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

122. Defendants’ activities, as alleged herein, are violations of California law and constitute unlawful and/or unfair business acts and practices which are in violation of California Business & Professions Code §17200, *et seq.*

123. Defendants’ actions as herein alleged, including their failure to pay Plaintiffs and applicable Class Members overtime wages, failure to pay minimum wages, failure to pay the correct rate for all hours worked, failure to provide meal periods, failure to provide rest periods, failure to provide accurate wage statements, and as alleged by Plaintiffs MONREAL, KIMBLE and WILLIAMS, Defendants’ failure to pay all wages due upon termination and failure to pay sick leave as required by applicable California Wage Orders and/or the California Labor Code, as alleged, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §17200, *et seq.*

124. Defendants’ actions constitute false, unfair, fraudulent and/or deceptive business practices, within the meaning of Business and Professions Code, §§ 17200, *et seq.*

1 125. This cause of action is brought as a cumulative remedy and is intended as an
2 alternative remedy for restitution for Plaintiffs and applicable Class Members for up to the four-year
3 period before the filing of this Complaint, and as the primary remedy for the Plaintiffs and applicable
4 Class Members during the fourth year before the filing of this Complaint. See, Cal. Business and
5 Professions Code §17205.

6 126. As a result of Defendants' business practice as herein alleged Plaintiffs and applicable
7 Class Members have suffered actual damages and harm and are entitled to restitution of all wages
8 and other monies owed to them under the IWC Wage Orders and/or the Labor Code including interest
9 thereon, in which they had a property interest and which Defendants failed to pay to the Plaintiffs
10 but instead Defendants withheld and retained for themselves.

11 127. Restitution of the money owed to Plaintiffs and applicable Class Members is
12 necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with
13 the Labor Code in an amount according to proof.

14 128. Plaintiffs are also entitled to an injunction, specific performance under Business and
15 Professions Code, § 17202, and other equitable relief against such unlawful practices in order to
16 prevent future loss, for which there is no adequate remedy at law, and to avoid a multiplicity of
17 lawsuits. Plaintiff brings this cause individually and as a member of the general public as a
18 representative of all others subject to Defendants' unlawful acts and practices.

19 129. The illegal conduct alleged is continuing and there is no indication Defendants will
20 discontinue such activity. Plaintiff alleges if Defendants are not enjoined from the conduct set forth
21 in this Complaint, they will continue to fail to pay all overtime, premium, and final wages as required
22 by law, and fail to provide accurate, itemized wage statements as required by law. Plaintiffs further
23 requests the court issue a preliminary and permanent injunction prohibiting Defendants from
24 continuing to engage in the unlawful and/or unfair business practices as herein alleged.

25 130. Pursuant to California Business & Professions Code sections 17200 et seq., Plaintiffs
26 and class members are entitled to restitution of the wages withheld and retained by Defendants during
27 a period that commences four years prior to the filing of this complaint; a permanent injunction
28 requiring Defendants to pay all outstanding wages due to Plaintiffs and class members; an award of

1 attorneys' fees pursuant to California Code of Civil Procedure §1021.5 and other applicable laws;
2 and an award of costs.

3 **IX.**

4 **SEVENTH CAUSE OF ACTION**

5 **REPRESENTATIVE PRIVATE ATTORNEY GENERAL ACT CLAIMS**

6 **[Cal. Labor Code §2698, *et seq*]**

7 **(All Plaintiffs)**

8 131. Plaintiffs and each of them incorporate all prior allegations by this reference as though
9 fully stated herein.

10 132. Plaintiffs have each complied with the pre-filing requirements of the California
11 Private Attorney General Act.

12 133. On February 10, 2022, Plaintiff BELL filed a notice with the California Labor
13 Workforce Development Agency (LWDA) notifying the State of the claims being alleged against
14 Defendant under the California Private Attorney General Act as required by California Labor Code
15 §§2689; §2699.3, *et seq.* (the "PAGA notice"). Plaintiff's claims were assigned case number
16 LWDA-CM-867990-22.

17 134. Sixty-five (65) days have elapsed since Plaintiff BELL filed her PAGA notice with
18 the State of California having taken no action. Plaintiff is therefore entitled to pursue claims for
19 herself and all other aggrieved employees on behalf of the State.

20 135. Plaintiff MONREAL has complied with the procedures for bringing suit specified in
21 Labor Code §2699.3. On or about December 10, 2021, Plaintiff MONREAL gave written notice to
22 the Labor and Workforce Development Agency ("LWDA") and to Scripps Memorial Hospital, La
23 Jolla of the specified provisions of the Labor Code alleged to have been violated and Plaintiff
24 MONREAL anticipates that the LWDA will elect not to investigate.

25 136. During the period beginning one year period preceding the filing of Plaintiff
26 MONREAL's written notice to the LWDA (the "Civil Penalty Period"), Defendants violated,
27 including but not limited, to Labor Code §§200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246,
28 246.5, 510, 512, 558, 1194, 1194.2, 1197, 1197.1.

1 137. Plaintiffs KIMBLE and WILLIAMS have brought this claim after complying with
2 the provisions of California Labor Code section 2699.3. On March 15, 2022, Plaintiff KIMBLE, and
3 on May 18, 2022, Plaintiff WILLIAMS, each notified the LWDA in writing of Defendants'
4 California Labor Code violations described throughout this Second Amended Consolidated Class
5 Action Complaint. Over 65 calendar days have passed since Plaintiffs KIMBLE and WILLIAMS
6 sent their written notification to the LWDA and no notice from the LWDA has been received in
7 response. As a result, Plaintiffs KIMBLE and WILLIAMS have exhausted their administrative
8 remedies before bringing this action.

9 138. Labor Code §2699(a) and (g) authorize an aggrieved employee, on behalf of
10 themselves and other current and former employees, to bring a civil action to recover civil penalties
11 pursuant to the procedures specified in Labor Code §2699.3.

12 139. Pursuant to Labor Code §2699 (a) and (f), Plaintiffs and the aggrieved employees are
13 entitled to recover civil penalties for Defendants' violations of the specified Labor Code section
14 during the Civil Penalty Period in the amount of one hundred dollars (\$100) for each employee per
15 pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period
16 for each subsequent violation.

17 140. In addition to the civil penalties recoverable under Labor Code §2699(a) and (f), to
18 the extent permitted by law, Defendants' failure to provide Plaintiffs and aggrieved employees with
19 accurate itemized wage statements, as described herein, entitles Plaintiffs to seek separate civil
20 penalties for Defendants' violation of Labor Code §226 (a) and 226 (e). For violations of Labor Code
21 §226 (a), Plaintiffs seeks civil penalties provided by Labor Code §226.3.

22 141. Pursuant to Labor Code §226.3, "[a]ny employer who violates subdivision (a) of
23 section 226 shall be subject to a civil penalty in the amount of two hundred dollars (\$250) per
24 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
25 each violation on a subsequent citation, for which the employer fails to provide the employee a wage
26 deduction statement or fails to keep the required in subdivision (a) of section 226." Accordingly,
27 Plaintiffs and other aggrieved employees are entitled to recover civil penalties for violations of Labor
28

1 Code §226.3 and seeks default civil penalties for each of Defendants' numerous violations of Labor
2 Code §226 (e).

3 142. In addition, pursuant to Labor Code §1197.1, subdivision (a): "Any employer or other
4 person acting either individually or as an officer, agent, or employee of another person, who pays or
5 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
6 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
7 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
8 Section 203 as follows: (a) For any initial violation that is intentionally committed, one hundred
9 dollars (\$100) for each unpaid employee for each pay period of which the employee is underpaid.
10 This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated
11 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
12 (b) For each subsequent violation for the same specific offence, two hundred fifty dollars (\$250) for
13 each underpaid employee for each pay period for which the employee is underpaid regardless of
14 whether the initial violation is intentionally committed. This amount shall be in addition to an amount
15 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
16 applicable penalties imposed pursuant to Section 203; and (c) wages, liquidated damages, and any
17 applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be
18 paid to the affected employee.

19 143. Plaintiffs are informed and believe, and based thereon allege, that Defendants' caused
20 Plaintiffs and all other aggrieved employees not to be paid minimum wages as a result of Defendants,
21 without limitation, routinely failing to pay Plaintiffs and other aggrieved employees' wages for all
22 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
23 accurately track and/or pay for all hours actually worked; and engaging, suffering, or permitting
24 employees to work off the clock. As a direct and proximate result of Defendants' conduct, Plaintiffs
25 and other aggrieved employees are entitled to recover directly from Defendants civil penalties
26 pursuant to Labor Code §1197.1

27 144. In addition to the civil penalties recoverable under Labor Code §2699(a) and (f), to
28 the extent permitted by law, Defendants' failure to pay Plaintiffs and other aggrieved employees

1 timely wages for all hours worked, entitles Plaintiffs to seek separate civil penalties for Defendants'
2 violation of Labor Code §§ 204 and 210. Specifically, Defendants failed to pay all wages owed within
3 seven days of the close of the payroll period in accordance with Labor Code §204(d). Labor Code
4 §210 (a) provides that "in addition to, and entirely independent and apart from, any other penalty
5 provided in this article, every person who fails to pay the wages of each employee as provided in
6 Sections...204...shall be subject to a civil penalty as follows: (1) for any initial violation, one hundred
7 dollars (\$100) for each failure to pay each employee; (2) for each subsequent violation, or any willful
8 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
9 percent of the amount unlawfully withheld." Accordingly, Plaintiffs and aggrieved employees are
10 entitled to recover civil penalties for violations of Labor Code §204 and §210.

11 145. Pursuant to Labor Code §558 any employer or other person acting on behalf of an
12 employer who violates, or causes to be violated, a section of this chapter or any provision regulating
13 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
14 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
15 each pay period for which the employee was underpaid in addition to an amount sufficient to recover
16 underpaid wages; and (2) For each subsequent violation, one hundred dollars (\$100) for each
17 underpaid employee for each pay period for which the employee was underpaid in addition to an
18 amount sufficient to recover underpaid wages. As indicated herein, Plaintiffs and aggrieved
19 employees were underpaid wages as a result of the asserted Labor Code violations and therefore are
20 entitled to recover civil penalties under Labor Code §558.

21 146. In accordance with the mandates of California Labor Code sections 226.7 and 512,
22 Defendants were required to authorize and permit their non-exempt employees an off duty 30-minute
23 meal period for every five hours worked.

24 147. As a pattern and practice, Defendants failed to provide Plaintiffs and other aggrieved
25 current and former employees with legally mandated meal periods of at least 30 uninterrupted
26 minutes within the first five hours of their shifts by virtue of Defendants' time rounding practice and
27 policy and failed to compensate them premium wages for non-compliant meal periods.

1 148. At all times relevant herein, Defendants were required to pay their employees all
2 wages owed in a timely fashion at the end of employment under California Labor Code sections 201
3 through 204.

4 149. As a result of Defendants' California Labor Code violations alleged above,
5 Defendants failed to pay Plaintiffs and the other former Aggrieved Employees their final wages
6 under California Labor Code sections 201 through 204 and accordingly owe waiting time penalties
7 under California Labor Code section 203.

8 150. Defendants do not comply with the requirements of California Labor Code section
9 226 which requires that "every employer shall, semimonthly or at the time of each payment of wages,
10 furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying
11 the employee's wages, or separately when wages are paid by personal check or cash, and accurate
12 itemized statement.

13 151. Defendants failed and still fail to provide accurate and complete information, as
14 specified in items identified above and as set forth in California Labor Code section 226(a), such as
15 accurate gross and net wages earned and accurate hours worked.

16 152. At all times relevant herein, Defendants were required to both provide and keep
17 accurate records regarding their California employees under the mandate of California Labor Code
18 §§226 and 1174.

19 153. As a result of Defendants' various California Labor Code violations, Defendants
20 failed to keep accurate records regarding Plaintiffs and other current and former Aggrieved
21 Employees. For example, Defendants failed in their affirmative obligation to keep accurate records
22 regarding Plaintiffs and other current and former Aggrieved Employees' gross wages earned, total
23 hours worked, all deductions, net wages earned, and all applicable hourly rates and the number of
24 hours worked at each hourly rate.

25 154. Pursuant to Labor Code §2699(g), Plaintiffs and the aggrieved employees are entitled
26 to an award of reasonable attorneys' fees and costs in connection with their claims for civil penalties
27 in an amount according to proof.

1 X.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES UPON SEPARATION**

4 **(Plaintiffs MONREAL, KIMBLE, WILLIAMS)**

5 155. Plaintiffs and each of them incorporate all prior allegations by this reference as though
6 fully stated herein.

7 156. Plaintiffs MONREAL, KIMBLE and WILLIAMS allege at all material times,
8 California Labor Code section 218 authorizes employees to sue directly for any wages or penalties
9 due to them under this article of the California Labor Code.

10 157. At all material times, California Labor Code sections 201 through 203 provide that if
11 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
12 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
13 her wages shall become due and payable not later than seventy-two hours thereafter; unless the
14 employee has given seventy-two hours previous notice of his or her intention to quit, in which case
15 the employee is entitled to his or her wages at the time of quitting.

16 158. During the relevant time period, Defendants failed to pay Plaintiffs and Plaintiff
17 Classes, who are no longer employed by Defendants, all their wages, earned and unpaid, either at
18 the time of discharge, or within seventy-two hours of their leaving Defendants' employ.

19 159. Defendants also willfully violated California Labor Code sections 201 through 203
20 by failing to provide all owed wages at separation from employment. California Labor Code sections
21 201 and 202 require Defendants must their employees all wages due either at time of firing, or within
22 seventy-two hours of voluntary separation, if not sooner. (Cal. Labor Code §§ 201, 202.) If an
23 employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages
24 of the employee shall continue as a penalty from the due date, and at the same rate until paid or until
25 an action is commenced; but the wages shall not continue for more than thirty days. (Cal. Labor
26 Code § 203.) Plaintiffs and members of Plaintiff Classes, who are no longer employed by
27 Defendants, are entitled to recover from Defendants the statutory penalty for each day they were not
28

1 paid at their regular hourly rate of pay, up to a thirty-day maximum, under California Labor Code
2 section 203.

3 160. Plaintiffs and applicable Class Members, who were separated from employment, are
4 entitled to compensation for all forms of wages earned, including but not limited to unpaid
5 reimbursements, but to date have not received such compensation.

6 161. Defendants' failure to pay Plaintiffs and Plaintiff Classes, who are no longer
7 employed by Defendants, all wages earned at the time of their discharge, or within seventy-two hours
8 of their leaving Defendants' employ, violates California Labor Code sections 201 through 203.

9 Pursuant to Labor Code §§ 218 and 218.5, Plaintiffs and applicable Class Members are entitled to
10 recover the full amount of their unpaid wages, penalty wages under Labor Code §203, reasonable
11 attorney's fees, and costs of suit. Pursuant to Labor Code §218.6 or Civil Code §3287(a), Plaintiff
12 and the other members of the Late Pay Class are entitled to recover prejudgment interest on the
13 amount of their unpaid wages and unpaid penalty wages.

14 **XI.**

15 **NINTH CAUSE OF ACTION**

16 **FAILAURE TO PAY SICK LEAVE**

17 **(Plaintiffs MONREAL, KIMBLE, WILLIAMS)**

18 162. Plaintiffs and each of them incorporate all prior allegations by this reference as though
19 fully stated herein.

20 163. Plaintiffs MONREAL, KIMBLE and WILLIAMS allege California Labor Code
21 section 246(1) was in effect, which requires that employers pay sick time pay to non-exempt
22 employees at the employee's "regular rate of pay." California law requires the determination of
23 regular rate of sick leave pay must include the employee's commissions, bonuses, or other forms of
24 compensation.

25 164. At all times herein mentioned, Plaintiffs and applicable class members on multiple
26 occasions accumulated and were paid sick leave by Defendants, including but not limited to sick pay
27 and "PTO", and on these multiple occasions employees have not been paid all accrued sick leave
28 pay as a result of Defendants' pattern and practice of failing to include all forms of remuneration,

1 including but not limited to shift differential pay, non-discretionary bonus pay, in determining the
2 regular rate of pay for purposes of sick leave pay Defendants failed to include all forms of
3 compensation in determining the regular rate of pay for purposes of calculating sick leave pay.

4 165. California Labor Code section 233 provides that “any employer who provides sick
5 leave for employees shall permit an employee to use in any calendar year the employee’s accrued
6 and available sick leave entitlement, in an amount not less than sick leave that would be accrued
7 during six months at the employee’s then current rate of entitlement, for the reasons specified in
8 subdivision (a) of Section 246.5.”

9 166. Defendants failed to pay Plaintiffs MONREAL, KIMBLE and WILLIAMS the
10 Plaintiff Classes their sick leave at the regular rate of pay. Plaintiffs MONREAL, KIMBLE and
11 WILLIAMS and Plaintiff Classes did not receive the full amount of paid sick leave as mandated by
12 California law.

13 167. Defendants are liable for the greater of one days’ pay or actual damages, reasonable
14 equitable relief and reasonable attorney’s fees and costs under California Labor Code section 233,
15 et al.

16 168. Plaintiffs and applicable Class Members are entitled to sick leave pay in accordance
17 with California Labor Code sections 233, et al., and proof at trial.

18 XII.

19 TENTH CAUSE OF ACTION

20 UNLAWFUL DEDUCTIONS

21 (Plaintiffs KIMBLE, WILLIAMS)

22 169. Plaintiffs and each of them incorporate all prior allegations by this reference as though
23 fully stated herein.

24 170. Plaintiffs KIMBLE and WILLIAMS allege this cause of action against Defendants.

25 171. California Labor Code section 204 provides that all earned wages are due and payable
26 twice during each calendar month. California Labor Code section 221 provides that it shall be
27 unlawful for any employer to collect or receive from an employee any part of wages theretofore paid
28 by said employer to said employee. Defendants unlawfully deducted wages from Plaintiffs KIMBLE

1 and WILLIAMS and Plaintiff Classes. Defendants created a system whereby Plaintiffs KIMBLE
2 and WILLIAMS and Plaintiff Classes would be deducted wages and were in fact deducted wages.
3 California Labor Code section 223 provides that where a contract requires an employer to maintain
4 the designated scale, it is unlawful to pay a lower wage while purporting to pay the wage designed
5 by the contract. California Labor Code section 224 prohibits employers from making deductions
6 from an employee's wages not authorized by the employee in writing or permitted by law. California
7 Labor Code section 2751 provides that: Whenever an employer enters into a contract of employment
8 with an employee for services to be rendered within this state and the contemplated method of
9 payment of the employee involves commissions, the contract shall be in writing and shall set forth
10 the method by which the commissions shall be computed and paid.

11 172. Under California law, an employer can lawfully withhold amounts from an
12 employee's wages only in the following circumstances:

- 13 a) When required or empowered to do so by state or federal law;
- 14 b) When a deduction is expressly authorized in writing by the employee to cover
15 insurance premiums, benefit plan contributions or other deductions not amounting
16 to a rebate on the employee's wages; and
- 17 c) When a deduction to cover health, welfare or pension contributions is expressly
18 authorized by a wage or collective bargaining agreement (Cal. Labor Code §§ 221,
19 224).

20 173. None of the exceptions outlined by the California Labor Code apply to Plaintiffs
21 KIMBLE and WILLIAMS, and the applicable Class Members, and therefore the deductions
22 including that of wages by Defendants are deemed illegal. Defendants have maintained a policy of
23 failing to inform Plaintiffs and the applicable Class Members of the illegal deductions and have
24 willfully failed to compensate Plaintiffs the applicable Class Members for wages earned as a result
25 of the illegal deductions.

26 174. Plaintiffs and the applicable Class Members are entitled to the wages deducted by
27 Defendants and/or civil penalties pursuant to (including penalties under California Labor Code
28 section 225.5 and waiting time penalties associated with the deductions and according to proof at
trial.

1 XIII.

2 **PRAYER FOR RELIEF**

3 Plaintiffs, individually and on behalf of all others similarly situated and aggrieved employees,
4 pray for relief and judgment against Defendants, jointly and severally, as follows:

5 1. Determine this action may be maintained as a class action with Plaintiffs as Class
6 Representative and Plaintiffs' counsel as Class Counsel;

7 2. That this action be maintained as a PAGA Representative Action and Plaintiffs, and
8 their counsel, be provided with all enforcement capability as if this action were brought by the DLSE;

9 3. That the Court declare, adjudge and decree that Defendants' failure to pay overtime
10 and premium wages, and provide meal and rest periods, to Plaintiff and Plaintiff Class members
11 violates IWC Wage Orders, regulations and statutes;

12 4. Defendants be ordered to pay and judgment entered for overtime and premium wages
13 for Plaintiff and each Plaintiff class or sub-class member and aggrieved employees, according to
14 proof;

15 5. Defendants be ordered to pay and judgment entered for Labor Code §226 penalties to
16 Plaintiff and each class or sub-class member and aggrieved employees, according to proof;

17 6. Defendants be found to have engaged in unfair competition in violation of Business
18 and Professions Code § 17200, enjoined from unlawful conduct, and ordered to pay restitution to
19 Plaintiff and class members and aggrieved employees, including by disgorgement of wrongfully
20 obtained revenue and wrongfully withheld wages, and interest, under Business and Professions Code
21 §17203 and §17204, and by establishing, as necessary to promote fairness and justice, procedures
22 for compensation, including by fluid recovery, as appropriate;

23 7. For recovery by Plaintiff and aggrieved employees of all appropriate civil penalties
24 Labor Code section 2699, including restitution of wages as penalties, for failure to pay all overtime
25 and premium wages;

26 8. For recovery by Plaintiff and aggrieved employees of civil penalties under Labor
27 Code section 2699 for failing to provide accurate itemized wage statements pursuant to Labor Code
28 section 226, 226.3, according to proof;

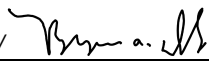
1 9. Plaintiff and class or sub-class members and aggrieved employees be awarded
2 attorneys' fees and costs pursuant to statute, including, Labor Code § 1194, and Code of Civil
3 Procedure § 1021.5, in an amount according to proof;

4 10. For recovery of any and all applicable penalties recoverable pursuant to the Private
5 Attorney General Act (PAGA) in an amount according to proof;

6 11. Prejudgment Interest; and

7 12. Any other relief as this court deems proper.

8
9 Dated: May 20, 2024

/s/ 
Bryce A. Dodds
Attorney for Plaintiffs Sharlon Kimble and Shaunice
Williams, on behalf of themselves and all others similarly
situated

12 By,

13
14 Dated: _____

/s/ _____ for
Robert A. Waller
Attorney for Plaintiff KELLY BELL, individually and on
behalf of all others similarly situated

17 By,

18 Dated: _____

/s/ _____ for
Michael Nourmand, Esq.
James A. De Sario, Esq. (SBN 262552)
THE NOURMAND LAW FIRM, APC
Attorneys for Plaintiff,
BARBARAH CABANAS MONREAL, on behalf of herself
and all others similarly situated

1 9. Plaintiff and class or sub-class members and aggrieved employees be awarded
2 attorneys' fees and costs pursuant to statute, including, Labor Code § 1194, and Code of Civil
3 Procedure § 1021.5, in an amount according to proof;

4 10. For recovery of any and all applicable penalties recoverable pursuant to the Private
5 Attorney General Act (PAGA) in an amount according to proof;

6 11. Prejudgment Interest; and

7 12. Any other relief as this court deems proper.

8
9 Dated: _____ /s/ _____
10 Bryce A. Dodds
11 Attorney for Plaintiffs Sharlon Kimble and Shaunice
 Williams, on behalf of themselves and all others similarly
 situated

12 By,
13 Dated: 5/20/2024 _____ /s/ Robert A. Waller, Jr. for
14 Robert A. Waller
15 Attorney for Plaintiff KELLY BELL, individually and on
 behalf of all others similarly situated

16 By,
17 Dated: 5/20/2024 /s/ Michael Nourmand (with authorization) for
18 Michael Nourmand, Esq.
19 James A. De Sario, Esq. (SBN 262552)
20 **THE NOURMAND LAW FIRM, APC**
 Attorneys for Plaintiff,
 BARBARAH CABANAS MONREAL, on behalf of herself
 and all others similarly situated

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XIV.

JURY DEMAND

Plaintiffs and each of them hereby demand a jury trial of this matter on all claims for which a jury trial is available.

Dated: May 20, 2024

/s/ 
Bryce A. Dodds
Attorney for Plaintiffs Sharlon Kimble and Shaunice Williams, on behalf of themselves and all others similarly situated

By,

Dated:

/s/ _____ for
Robert A. Waller
Attorney for Plaintiff KELLY BELL, individually and on behalf of all others similarly situated

By,

Dated: _____

/s/ _____ for
Michael Nourmand, Esq.
James A. De Sario, Esq. (SBN 262552)
THE NOURMAND LAW FIRM, APC
Attorneys for Plaintiff,
BARBARAH CABANAS MONREAL, on behalf of herself and all others similarly situated

XIV.

JURY DEMAND

Plaintiffs and each of them hereby demand a jury trial of this matter on all claims for which a jury trial is available.

Dated: _____ /s/ _____
Bryce A. Dodds
Attorney for Plaintiffs Sharlon Kimble and Shaunice Williams, on behalf of themselves and all others similarly situated

By,
Dated: 5/20/2024 /s/ Robert A. Waller, Jr. for
Robert A. Waller
Attorney for Plaintiff KELLY BELL, individually and on behalf of all others similarly situated

By,
Dated: 5/20/2024 /s/ Michael Nourman (with authorization) for
Michael Nourmand, Esq.
James A. De Sario, Esq. (SBN 262552)
THE NOURMAND LAW FIRM, APC
Attorneys for Plaintiff,
BARBARAH CABANAS MONREAL, on behalf of herself and all others similarly situated

PROOF OF SERVICE BY E-MAIL
(C.C.P. §1010.6)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

KELLY BELL, Plaintiff vs. SCRIPPS HEALTH Defendant [and related cases *Monreal, Kimble*]
CASE NO. 37-2022-00005620-CU-OE-CTL

I, Robert A. Waller, Jr., declare that: I am over the age of 18 years and not a party to the case; I am employed in, or am a resident of the County of San Diego, California, where mailing occurs; and my business address is P.O. Box 999, Cardiff-by-the-Sea, California 92007, telephone (760) 753-3118, facsimile (760) 753-3206, my email is robert@robertwallerlaw.com or rawallerjr@gmail.com.

I caused to be served via email the following document(s):

A. CONSOLIDATED AMENDED CLASS ACTION AND PAGA REPRESENTATIVE COMPLAINT

to each addressee, respectively, as follows:

Jackie Seiter, Esq. jackie@ameskaranjia.com Freyaan Karanjia, Esq. frey@ameskaranjia.com Jeff Ames, Esq. jeff@ameskaranjia.com Ames Karanjia LLP Counsel for Defendant SCRIPPS HEALTH	Patrick N. Keegan, Esq. Keegan Baker LLP pkeegan@keeganbaker.com Ryan Stygar, Esq. Centurion Trial Attorneys ryan@centurionta.com Co-Counsel for Plaintiff KELLY BELL, individually and on behalf of all others similarly situated
Michael Nourmand, Esq. mnourmand@nourmandlawfirm.com James A. De Sario, Esq. jdesario@nourmandlawfirm.com The Nourmand Law Firm Counsel for Plaintiff Barbarah Monreal	Bryce A. Dodds, Esq. Bdodds@brycedoddsllaw.com The Law Office of Bryce Dodds Ruben D. Nathan, Esq. rnathan@nathanlawpractice.com Counsel for Plaintiffs Sharlon Kimble and SHAUNICE WILLIAMS

Following confirmation of the correct e-mail address of counsel for the party being served, or on an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) described above to be sent from e-mail address rawallerjr@gmail.com to the persons at the e-mail address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct.

Executed on May 25, 2024

Signature: /s/ Robert A. Waller, Jr.