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10 Attorneys for Plaintiff Kerrie Ventre

11 SUPERIOR COURT OF CALIFORNIA

12 IN AND FOR THE COUNTY OF DEL NORTE

13 KERRIE VENTRE, an individual,

14 Plaintiff,

15 vs.

16 SUTTER COAST HOSPITAL, a
17 corporation; and DOES 1-100, inclusive,

18 Defendants.

Case No.: CVUJ-2022-1146

CLASS ACTION COMPLAINT

1. FAILURE TO PAY OVERTIME AT CORRECT RATE
2. FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS
3. UNFAIR COMPETITION
4. FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT
5. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
6. PRIVATE ATTORNEYS GENERAL ACT

JURY TRIAL DEMANDED

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24 Plaintiff Kerrie Ventre brings this class action against Sutter Coast Hospital, a corporation; and
25 Does 1 through 100, for violations of the Labor Code.

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PARTIES

1. Kerrie Ventre ("Ventre" or "Plaintiff") is and at all times relevant herein was employed in Del Norte County, California, and was an "employee" as defined by the Labor Code and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. Sutter Coast Hospital (aka "Defendant") is a California corporation formed under the laws of that state.

3. At all times relevant herein, Sutter Coast Hospital has been an "employer" under the Labor Code and the applicable California Industrial Wage Commission ("IWC") Order(s).

4. Sutter Coast Hospital and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants.

Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

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1 11. Due to the aforementioned miscalculation of Ventre's regular rate of pay for purposes of
2 overtime, and also the aforementioned denial of rest periods and failure to pay premiums, the itemized
3 wage statements furnished to Ventre failed to accurately show the gross wages earned, net wages
4 earned, and all applicable hourly rates in effect during the pay period and the corresponding number of
5 hours worked at each rate. Furthermore, the wage statements inaccurately showed total hours worked,
6 as they omitted paid "standby" hours from that figure—and such are considered "hours worked." (See,
7 e.g., DLSE Policies and Interpretations Manual, § 47.6; Cal. Code Regs., tit. 8, § 11040(2)(K).) Thus,
8 Sutter Coast Hospital violated Labor Code section 226(a).

9 12. Defendants were, at all times relevant herein, aware of the requirements of California
10 Labor Code section 226.

11 13. Defendants have, at all times relevant herein, furnished wage statements to each of its
12 California employees pursuant to an established set of policies, procedures and practices.

13 14. Ventre and Defendants' other California employees, both current and former, have
14 suffered injury as a result of Defendants' knowing and intentional failure to comply with California
15 Labor Code section 226(a).

16 15. Ventre and Defendants' other nonexempt California employees, both current and
17 former, were unable to promptly and easily determine their gross wages earned, total hours worked, net
18 wages earned, and all applicable hourly rates in effect during the pay period and the corresponding
19 number of hours worked, from the wage statements furnished by Defendants.

20 16. Ventre and Defendants' other nonexempt California employees, both current and
21 former, have suffered injury as a result of Defendants' knowing and intentional failure to furnish wage
22 statements accurately showing all information required by Labor Code section 226(a).

23 17. As set forth above, Ventre's employment with Sutter Coast Hospital ended on
24 January 31, 2022. However, at no point has Ventre been paid the full balance of unpaid overtime
25 wages and rest period premiums due and owing, *supra*. Accordingly, Sutter Coast Hospital violated
26 Labor Code sections 201 and 202.

1 18. From at least four years prior to the filing of this action, Sutter Coast Hospital has
2 adopted and employed unfair business practices. These unfair business practices include, but are
3 not limited to, failing to provide rest periods or pay premiums and to properly calculate and pay all
4 earned overtime, *supra*.

5 19. The foregoing list of misconduct is a partial list only and set forth by way of mere
6 example.

7 20. On March 23, 2022, Ventre provided written notice to the Labor and Workforce
8 Development Agency ("LWDA") and Sutter Coast Hospital regarding the specific provisions of
9 the Labor Code alleged to have been violated, including the facts and theories to support those
10 alleged violations. (**Exhibit 2.**)

11 21. As of the filing of this Complaint, more than 65 calendar days after Ventre's initial
12 written notice, the LWDA has not provided written notice that it intends to investigate any of
13 Ventre's allegations as set forth above. Accordingly, Ventre has satisfied the administrative
14 prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties
15 against Defendants, in addition to other remedies, for violations of the California Labor Code.

16 **CLASS ACTION ALLEGATIONS**

17 22. Ventre brings the First through Fifth Causes of Action as a class action, on behalf of
18 herself and all others similarly situated, pursuant to Code of Civil Procedure 382. The classes which
19 Ventre seeks to represent consist of the following:

- 20
- 21 a. All current and former nonexempt California employees of Defendants who
22 received nondiscretionary bonuses and/or other items of compensation and
23 worked overtime during one or more pay periods at any time from four years
24 prior to the filing of this Complaint through the entry of final judgment in this
25 action (the "Overtime Class");
- 26 b. All current and former nonexempt California employees of Defendants who
27 worked at least one workday of four hours or more during one or more pay
28 periods at any time from four years prior to the filing of this complaint
through the entry of final judgment in this action (the "Rest Break Class");

1 c. All members of the Overtime Class and Rest Break Class, who received one
2 or more wage statements at any time from one year prior to the filing of this
3 complaint through the entry of final judgment in this action (the "Wage
Statement Class"); and

4 d. All members of the Overtime Class and Rest Break Class whose employment
5 with Defendants ended at any time from three years prior to the filing of this
6 Complaint through the entry of final judgment in this action (the "Waiting
Time Penalty Class").

7 The Overtime Class, the Rest Break Class, the Wage Statement Class, and the Waiting Time Penalty
8 Class are collectively referred to as "the Class."

9 23. The Class is so numerous that joinder of all members is impracticable, and the
10 disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is
11 informed and believes, and based thereon alleges, that Defendants employ more than 200 employees
12 who satisfy the class definition. Although the exact number and identity of class members is not
13 presently known, they can be identified in Defendants' records through coordinated discovery pursuant
14 to this class action.

15 24. This action may be maintained as a class because the questions of law and fact which are
16 common to class members clearly predominate over any questions affecting only individual members
17 and because a class action is superior to other available methods for adjudicating the controversy.

18 25. There are numerous common questions of law and fact arising out of Defendants'
19 conduct. This class action focuses on Defendants' (a) systematic failure to properly calculate and pay
20 overtime; (b) systematic failure to provide rest periods or pay premiums at the regular rate of
21 compensation (inclusive of the value of nondiscretionary bonuses and other items of compensation); (c)
22 systematic failure to comply with Labor Code section 226(a); and (d) systematic failure to pay all
23 wages upon cessation of employment.

24 26. Furthermore, common questions of fact and law predominate over any questions
25 affecting only individual members of the class. The predominating common or class-wide questions of
26 law and fact include the following:

- a. Whether Defendants failed to properly calculate and pay their nonexempt California employees with overtime;
- b. Whether Defendants failed to provide their California employees with rest periods;
- c. Whether Defendants failed to properly calculate and pay their nonexempt California employees with rest period premiums;
- d. Whether the wage statements Defendants furnished to their California employees complied with Labor Code section 226;
- e. Whether Defendants failed to pay their nonexempt California employees all wages due upon cessation of employment;
- f. Whether the alleged violations of the Labor Code constitute unfair business practices;
- g. Whether the Class is entitled to injunctive relief; and
- h. Whether the Class is entitled to unpaid wages, statutory penalties, and/or restitutionary relief, and the amount of the same.

27. Ventre's claims are typical of the claims of the members of the Class as a whole, all of whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the alleged violations of Defendants. Ventre's claims are typical of those of the Class because Defendants subjected Plaintiff and each member of the Class to the same violations alleged herein.

28. The defenses of Defendants, to the extent that such defenses apply, are applicable generally to the whole Class and are not distinguishable as to the proposed class members.

29. Ventre will fairly and adequately protect the interests of all members of the Class, and has retained attorneys with extensive experience in litigation, including class and representative actions. Plaintiff has no interests that conflict with those of the Class. Ventre is able to fairly and adequately protect the interests of all members of the class because it is in her best interest to prosecute the claims alleged herein in order to obtain the full compensation due herself and the other class members.

30. A class action is superior to any other method available for fairly and efficiently adjudicating the controversy because 1) joinder of individual class members is not practicable, 2) litigating the claims of individual class members would be unnecessarily costly and burdensome and would deter individual claims, 3) litigating the claims of individual class members would create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to bring individual claims, 5) class members would be discouraged from pursuing individual claims because the damages available to them are relatively small, and 6) public policy encourages the use of the class actions to enforce employment laws and protect individuals who, by virtue of their subordinate position, are particularly vulnerable.

31. Judicial economy will be served by maintenance of this lawsuit as a class action. To process numerous virtually identical individual cases will significantly increase the expense on the Court, the class members, and Defendants, all while unnecessarily delaying the resolution of this matter. There are no obstacles to effective and efficient management of this lawsuit as a class action by this Court and doing so will provide multiple benefits to the litigating parties including, but not limited to, efficiency, economy, and uniform adjudication with consistent results.

32. Notice of a certified class action and any result or resolution of the litigation can be provided to class members by mail, email, publication, or such other methods of notice as deemed appropriate by the Court.

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME AT CORRECT RATE
(Lab. Code § 510 & 1198)
By Plaintiff and the Overtime Class Against Defendants

33. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

34. Pursuant to Labor Code section 510, any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the

1 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
2 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day
3 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
4 addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at
5 the rate of no less than twice the regular rate of pay of an employee.

6 35. The "regular rate of pay" includes all remuneration for employment paid to the
7 employee and includes, but is not limited to, hourly earnings, salary, piece work earnings,
8 commissions, non-discretionary bonuses, and the value of meals and lodging. (See 29 U.S.C. §
9 207(e); DLSE Enforcement Policies and Interpretations Manual Section 49.)

10 36. Pursuant to Labor Code section 1198, the maximum hours of work and standard
11 conditions of labor fixed by the Commission shall be the maximum hours of work and the standard
12 conditions of labor for employees and the employment of any employee for longer hours than those
13 fixed by the Commission or under conditions of labor prohibited by the order is unlawful.

14 37. During the relevant time period, Plaintiff and other class members regularly worked
15 overtime and doubletime.

16 38. During the relevant time period, Defendants intentionally and willfully failed to pay the
17 proper overtime/doubletime wages due to Plaintiff and other class members.

18 39. Wherefore, Plaintiff and the Class have been injured as set forth above and request relief
19 as hereafter provided.

20 **SECOND CAUSE OF ACTION**
21 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
22 **(Lab. Code, § 226.7)**
23 **By Plaintiff and the Rest Break Class Against Defendants**

24 40. Plaintiff hereby realleges and incorporates by reference each and every allegation set
25 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
26 allegations of this cause of action.

27 41. Labor Code section 226.7 requires employers to provide employees meal periods as
28 mandated by Order of the Industrial Welfare Commission. It states:

- 1 a. No employer shall require any employee to work during any meal or rest period
2 mandated by an applicable order of the Industrial Welfare Commission.
- 3 b. If an employer fails to provide an employee a meal period or rest period in
4 accordance with an applicable order of the Industrial Welfare Commission, the
5 employer shall pay the employee one additional hour of pay at the employee's
6 regular rate of compensation for each work day that the meal or rest period is
7 not provided.

8 42. Section 11 of the applicable IWC Wage Order provides:

9 “(A) Every employer shall authorize and permit all employees to take rest periods, which
10 insofar as practicable shall be in the middle of each work period. Nothing in this provision
11 shall prevent an employer from staggering rest periods to avoid interruption in the flow
12 of work and to maintain continuous operations, or from scheduling rest periods to
13 coincide with breaks in the flow of work that occur in the course of the workday. The
14 authorized rest period time shall be based on the total hours worked daily at the rate of
ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof.
Rest periods shall take place at employer designated areas, which may include or be
limited to the employees' immediate work area.

15 (B) Rest periods need not be authorized in limited circumstances when the disruption of
16 continuous operations would jeopardize the product or process of the work. However,
17 the employer shall make up the missed rest period within the same workday or
compensate the employee for the missed ten (10) minutes of rest time at his/her regular
rate of pay within the same pay period.

18 (C) A rest period need not be authorized for employees whose total daily work time is
19 less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as
20 hours worked for which there shall be no deduction from wages.

21 (D) If an employer fails to provide an employee a rest period in accordance with the
22 applicable provisions of this order, the employer shall pay the employee one (1) hour of
23 pay at the employee's regular rate of compensation for each workday that the rest period
is not provided.”

24 43. The “regular rate of compensation”, for purposes of rest break premiums, must account
25 for not only hourly wages but also other nondiscretionary payments for work performed by the
26 employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)
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1 44. During the relevant time period, Plaintiff and other members of the Rest Break Class
2 were not provided with rest breaks as required by law and did not receive an additional hour of
3 premium pay at their regular rate of compensation for each missed rest break.

4 45. Wherefore, Plaintiff and the other members of the Rest Break Class have been injured
5 and request relief as hereinafter provided.

6 **THIRD CAUSE OF ACTION**
7 **UNFAIR BUSINESS PRACTICES**
8 **(Bus. & Prof. Code, § 17200, *et seq.*)**
9 **By Plaintiff and the Overtime Class and the Rest Break Class Against Defendants**

10 46. Plaintiff hereby realleges and incorporates by reference each and every allegation set
11 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 47. The statutory violations, as alleged above, are unfair business practices within the
14 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq.*), and
15 include, but are not limited to, failing to properly calculate and pay overtime and failing to provide rest
16 periods or pay premiums at the correct rate.

17 48. Wherefore, Plaintiff and the Class have been injured as set forth above and request relief
18 as hereafter provided.

19 **FOURTH CAUSE OF ACTION**
20 **FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT**
21 **(Lab. Code, § 201, *et seq.*)**
22 **By Plaintiff and the Waiting Time Penalty Class Against Defendants**

23 49. Plaintiff hereby realleges and incorporates by reference each and every allegation set
24 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
25 allegations of this cause of action.

26 50. Labor Code section 201 provides that if an employer discharges an employee, the wages
27 earned and unpaid at the time of discharge are due and payable immediately.
28

1 51. Labor Code section 202 requires an employer to pay an employee all earned wages
2 within 72 hours of the employee quitting his or her employment, or immediately at the time of quitting
3 if the employee has given 72 hours previous notice of his or her intention to quit.

4 52. As set forth above, Plaintiff and other class members were not timely paid all earned but
5 unpaid wages when their employment with Defendants ended.

6 53. Wherefore, Plaintiff and the Class have been injured as set forth above and request relief
7 as hereafter provided.

8 **FIFTH CAUSE OF ACTION**
9 **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
 (Lab. Code, § 226(a))

10 **By Plaintiff and the Wage Statement Class Against Defendants**

11 54. Plaintiff hereby realleges and incorporates by reference each and every allegation set
12 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
13 allegations of this cause of action.

14 55. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the
15 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
16 check, draft, or voucher paying the employee's wages, or separately when the wages are paid by
17 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
18 total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable
19 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
20 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the
21 last four digits of his or her social security number or an employee identification number, (8) the name
22 and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during
23 the pay period and corresponding number of hours worked at each hourly rate by the employee and, if
24 the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each
25 temporary services assignment."

26 56. An employee suffering injury as a result of the knowing and intentional failure by an
27 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual

1 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
2 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
3 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's
4 fees. (Lab. Code, § 226, subd. (e)(1).)

5 57. An employee is deemed to suffer injury if the employer fails to provide a wage
6 statement or if the employer fails to provide accurate and complete information as required by any one
7 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
8 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
9 during the pay period or any of the other information required to be provided pursuant to Labor Code
10 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
11 and address of the employer and iv) the name of the employee and the last four digits of his or her
12 social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-
13 (iv).) "Promptly and easily determine" means a reasonable person would be able to readily ascertain
14 the information without reference to other documents or information. (Lab. Code, § 226, subd.
15 (e)(2)(C).)

16 58. As set forth above, Defendants intentionally and willfully failed to furnish accurate
17 itemized wage statements which complied with Labor Code section 226.

18 59. Wherefore, Plaintiff and the Class have been injured as set forth above and request relief
19 as hereafter provided.

20 **SIXTH CAUSE OF ACTION**
21 **PRIVATE ATTORNEYS GENERAL ACT**
22 **(Lab. Code, § 2698 *et seq.*)**
23 **By Plaintiff Against Defendants**

24 60. Plaintiff hereby realleges and incorporates by reference each and every allegation
25 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
26 allegations of this cause of action.

27 61. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
28 Code which provides for a civil penalty to be assessed and collected by the LWDA for violations

1 of the Labor Code may, as an alternative, be recovered through a civil action brought by an
2 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
3 to the procedures outlined in Labor Code section 2699.3.

4 62. Plaintiff was employed by Defendants and the alleged violations were committed
5 against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined
6 by Labor Code section 2699, subdivision (c). Other current and former employees are also
7 aggrieved employees in that one or more of the alleged violations were also committed against
8 them during their time of employment with Defendants.

9 63. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable
10 in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is
11 specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for
12 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
13 each subsequent violation.

14 64. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved
15 employee may recover the civil penalty on behalf of himself or herself and other current or former
16 employees against whom one or more of the alleged violations was committed. Furthermore, any
17 employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees
18 and costs.

19 65. Pursuant to the PAGA, Plaintiff seeks to recover civil penalties against Defendants
20 for violations of the Labor Code.

21 66. Wherefore, Plaintiff and other employees (current and former) have been aggrieved
22 and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as
23 hereafter provided.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

3 **As to the First through Fifth Causes of Action:**

- 4 1. That this Court certify the Class;
- 5 2. That this Court appoint Ventre as Class Representative;
- 6 3. That this Court appoint Mayall Hurley P.C. as Class Counsel;
- 7 4. That this Court award actual and compensatory damages, as well as restitutionary
- 8 relief, to Ventre and other members of the Class, including but not limited to the
- 9 remedies provided for under Labor Code section 233(d);
- 10 5. That this Court award injunctive relief, including that available under Labor Code
- 11 sections 226(h) and 248.5(e), as well as Business and Professions Code section 17203;
- 12 6. That this Court award statutory penalties including, but not limited to, those available
- 13 under Labor Code sections 203 and 226;
- 14 7. That this Court award statutory attorneys' fees and costs, including those available
- 15 under Labor Code sections 218.5, 226(e)(1) and (h), 233(e), 248.5(e), 1194, as well as
- 16 those available under Code of Civil Procedure section 1021.5;
- 17 8. That this Court award prejudgment and post-judgment interest according to any
- 18 applicable provision of law or as otherwise permitted by law; and
- 19 9. That this Court award such other and further relief as the court deems just and proper.

20 **As to the Sixth Cause of Action:**

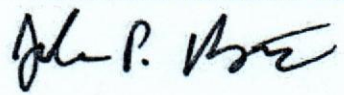
- 21 1. For civil penalties, including but not limited to those available under Labor Code
- 22 sections 226.3, 558, and 2699(f);
- 23 2. For injunctive relief;
- 24 3. For statutory attorneys' fees and costs, including but not limited to those available
- 25 under Labor Code section 2699(g);
- 26
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- 1 4. For prejudgment and post-judgment interest according to any applicable provision
2 of law or as otherwise permitted by law, including those available under Civil Code
3 sections 3287(a) and 3289(b); and
4 5. For such other and further relief as the court deems just and proper.

5 ///

6 **DATED:** June 2, 2022

MAYALL HURLEY P.C.



By _____

ROBERT J. WASSERMAN
JOHN P. BRISCOE
Attorneys for Plaintiff
KERRIE VENTRE

EXHIBIT 1


 DATE
1/14/2022

 ADVICE NO.
10743458

PAY VOID VOID VOID VOID VOID VOID VOID

 Advice Amount:
\$ *****1,855.11

 TO
THE
ORDER
OF

KERRIE D VENTRE

DIRECT DEPOSIT ADVICE

NON-NEGOTIABLE

 Sutter Coast Hospital
800 East Washington Blvd
Crescent City, CA 95531

STATEMENT OF EARNINGS AND DEDUCTIONS

Kerrie D Ventre

Payment ID:	10743458
Employee Nbr:	41001493
Payment Date:	01/14/2022
Period Begin:	12/26/2021
Period End:	01/08/2022
Hours Wkd:	63.25

FED WH: M-00 + 100.00 ST WH: M-00 + 100.00

Gross Wages Earned:	\$3,629.83	Net Wages Earned:	\$1,855.11
		Net Payment:	\$1,855.11

PTO	9.86
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PAYMENTS				
DESCRIPTION	HOURS	RATE	CURRENT	Y-T-D
Base Pay	50.50	51.860	2,930.09	2,930.09
Call Back	3.00	51.860	233.37	400.62
Call Back	2.00	55.750	167.25	0.00
Standby	12.25	51.860	158.82	158.82
Overtime	1.75	80.165	140.30	140.30
ERAD	7.50			0.00
Total Payments			\$3,629.83	\$3,629.83

DEDUCTIONS		
DESCRIPTION	CURRENT	Y-T-D
Ca State Inc Tax	169.01	169.01
Ca State Dis Tax	39.79	39.79
Federal Inc Tax	358.11	358.11
Soc Sec (OASDI)	224.29	224.29
Medicare (HI)	52.45	52.45
TOTAL EMPLOYEE TAXES	\$843.65	\$843.65
Dental Pre-Tax	12.30	12.30
403b Prtx	834.88	834.88
CIE Art	18.37	18.37
CIS AT	8.95	8.95
SpSuppLife ArtTx	14.47	14.47
SuppLif	42.12	42.12
TOTAL EMPLOYEE PAID DED	\$931.07	\$931.07
TOTAL EMPLOYEE TAXES & DED	\$1,774.72	\$1,774.72

DIRECT DEPOSIT DETAIL					
Description	Account Nbr	Amount	Description	Account Nbr	Amount
checking		\$1,855.11			
Total Direct Deposits:		\$1,855.11			

EXHIBIT 2

SOUTHERN CALIFORNIA OFFICE
.....
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

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STEVEN A. MALCOUN
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WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
SHANE M. HOOVER

March 23, 2022

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Sutter Coast Hospital
800 E. Washington Blvd.
Crescent City, CA 95531

Re: Kerrie Ventre

To whom it may concern:

This firm represents Kerrie Ventre in relation to her former employment with Sutter Coast Hospital. In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Ventre's written notice to the Labor and Workforce Development Agency ("LWDA") and Sutter Coast Hospital regarding the following violations, and facts and theories supporting those violations, on Ms. Ventre's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Sutter Coast Hospital.

Ms. Ventre, a Registered Nurse, was hired by Sutter Coast Hospital (in Crescent City, California) on or around December 13, 2021. Her last day of employment with Sutter Coast Hospital was January 31, 2022. Ms. Ventre was properly classified as a nonexempt employee, eligible for overtime and doubletime under California law. She indeed worked overtime during her employment with Sutter Coast Hospital. Her base hourly rate was \$51.86. (**Exhibit A.**)

Sutter Coast Hospital failed to properly calculate Ms. Ventre's "regular rate of pay" for purposes of overtime, resulting in an underpayment of wages. In addition to her base pay, Ms. Ventre also received hourly "standby" and "call back" pay. (**Exhibit A.**) The pay rates for these

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categories of pay were sometimes greater than her base hourly rate. For example, in the pay period of December 26, 2021 – January 8, 2022, Ms. Ventre earned, *inter alia*, two hours of call back pay at the hourly rate of \$55.75. (*Id.*) During this same pay period, Ms. Ventre worked 1.75 hours of overtime. However, Sutter Coast Hospital did not properly account for the value of this call back pay when calculating Ms. Ventre's "regular rate of pay" for purposes of overtime; instead, it paid her overtime at a lesser rate. (*Id.*; see also DLSE Enforcement Policies and Interpretations Manual, § 49.) Accordingly, Sutter Coast Hospital violated Labor Code section 510.

Additionally, Ms. Ventre was regularly denied rest breaks to which she was entitled. Sutter Coast Hospital did not relieve Ms. Ventre of all duty and authorize and permit a paid, ten-minute rest period for every work period of four hours, in accordance with applicable Wage Orders of the Industrial Welfare Commission. Nor did Sutter Coast Hospital pay Ms. Ventre an hour of pay at her regular rate of compensation for every rest period that was denied her. Accordingly, Sutter Coast Hospital violated Labor Code section 226.7.

Due to the aforementioned miscalculation of Ms. Ventre's regular rate of pay for purposes of overtime, and also the aforementioned denial of rest periods and failure to pay premiums, the itemized wage statements furnished to Ms. Ventre failed to accurately show the gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate. Furthermore, the wage statements inaccurately showed total hours worked, as they omitted paid "standby" hours from that figure—and such are considered "hours worked." (See, e.g., DLSE Policies and Interpretations Manual, § 47.6; Cal. Code Regs., tit. 8, § 11040(2)(K).) Thus, Sutter Coast Hospital violated Labor Code section 226(a).

As set forth above, Ms. Ventre's employment with Sutter Coast Hospital ended on January 31, 2022. However, at no point has Ms. Ventre been paid the full balance of unpaid overtime wages and rest period premiums due and owing, *supra*. Accordingly, Sutter Coast Hospital violated Labor Code sections 201 and 202.

The foregoing violations, and each of them, were committed as against current and other former employees of Sutter Coast Hospital in California, and within the last year.

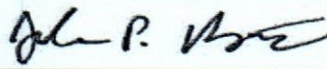
If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

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If the LWDA does not intend to investigate these violations, Ms. Ventre intends to file a civil complaint against Sutter Coast Hospital pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By 
JOHN P. BRISCOE

Attachment

EXHIBIT A

DATE
1/14/2022ADVICE NO.
10743458

PAY VOID VOID VOID VOID VOID VOID VOID VOID

Advice Amount
\$ *****1,855.11

TO
THE
ORDER
OF

KERRIE D VENTRE

DIRECT DEPOSIT ADVICE

NON-NEGOTIABLE

Sutter Coast Hospital
800 East Washington Blvd
Crescent City, CA 95531

STATEMENT OF EARNINGS AND DEDUCTIONS

Kerrie D Ventre

Payment ID:	10743458
Employee Nbr:	41001493
Payment Date:	01/14/2022
Period Begin:	12/26/2021
Period End:	01/08/2022
Hours Wkd:	63.25

FED WH: M-00 + 100.00

ST WH: M-00 + 100.00

Gross Wages Earned: \$3,629.83

Net Wages Earned: \$1,855.11

Net Payment: \$1,855.11

PTO 9.86

PAYMENTS				
DESCRIPTION	HOURS	RATE	CURRENT	Y-T-D
Base Pay	60.50	51.860	2,930.09	2,930.09
Call Back	3.00	51.860	233.37	400.62
Call Back	2.00	55.750	167.25	0.00
Standby	12.25	51.860	158.82	158.82
Overtime	1.75	80.165	140.30	140.30
ERAD	7.50			0.00
Total Payments			\$3,629.83	\$3,629.83

DEDUCTIONS		
DESCRIPTION	CURRENT	Y-T-D
Ca State Inc Tax	169.01	169.01
Ca State Dis Tax	39.79	39.79
Federal Inc Tax	358.11	358.11
Soc Sec (OASDI)	224.29	224.29
Medicare (HI)	62.45	62.45
TOTAL EMPLOYEE TAXES	\$843.65	\$843.65
Dental Pre-Tax	12.30	12.30
403bPrx	834.86	834.86
CIE Art	18.37	18.37
CIS AT	8.95	8.95
SpSuppLife ArtTx	14.47	14.47
SuppLif	42.12	42.12
TOTAL EMPLOYEE PAID DED	\$931.07	\$931.07
TOTAL EMPLOYEE TAXES & DED	\$1,774.72	\$1,774.72

DIRECT DEPOSIT DETAIL					
Description	Account Nbr	Amount	Description	Account Nbr	Amount
checking		\$1,855.11			
Total Direct Deposits:		\$1,855.11			