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10 Attorneys for Plaintiff, TINA POORE,
11 on behalf of herself and all others similarly situated

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

11 TINA POORE, an individual, on behalf of
12 herself and all others similarly situated,

13 Plaintiff,

14 vs.

15 SONOMA SPECIALTY HOSPITAL, LLC,
16 a California limited liability company, and
17 DOES 1 through 25, inclusive,

18 Defendants.

Case No. SCV-270753
Assigned To: Judge Jennifer V. Dollard
Dept: 18

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) Unpaid Wages
- (2) Meal Period Violations
- (3) Rest Break Violations
- (4) Unreimbursed Expenses
- (5) Failure To Provide Accurate Wage Statements
- (6) Failure To Pay All Wages Due Upon Separation
- (7) Unlawful Or Unfair Business Practices
- (8) Representative Action Under PAGA

DEMAND FOR JURY TRIAL

Original Complaint Filed: May 6, 2022

1 Plaintiff Tina Poore ("Plaintiff") brings this action on behalf of herself and others
2 similarly situated, and on information and belief alleges as follows:

3 **PARTIES, JURISDICTION AND VENUE**

4 1. Plaintiff is an individual and a resident of Sonoma County, California.

5 2. Defendant Sonoma Specialty Hospital, LLC ("Defendant," "SSH" or the
6 "Hospital") is a California limited liability company.

7 3. SSH is a private specialty hospital in Sonoma County. SSH is part of a
8 network of partner hospitals.

9 4. Plaintiff worked for SSH as a non-exempt hourly employee for an extended
10 period of time. By way of this Complaint, Plaintiff seeks unpaid wages, statutory penalties,
11 and other monetary relief that render this matter an "unlimited" civil case within the meaning
12 of California law. Plaintiff has exhausted her administrative remedies under the Private
13 Attorneys General Act of 2004 ("PAGA"), and this amended complaint asserts a PAGA
14 cause of action for civil penalties.

15 5. The true names and capacities of the Doe Defendants (Does 1 through 25,
16 inclusive) are unknown to Plaintiff at this time and Plaintiff is informed and believes that
17 they are in some way liable for the illegal conduct, injury, and damages alleged herein. The
18 Doe Defendants are believed to be co-employers, responsible executives, or otherwise liable
19 for the conduct complained of herein, whether because of alter-ego status, agency principles,
20 aider and abettor (or co-conspirator) status, statutorily-imposed responsibility (*e.g.*, Labor
21 Code section 558.1), or otherwise.

22 6. The Court has personal jurisdiction over SSH because it is a citizen of this
23 State, does business in this State, and otherwise has minimum contacts with this State. The
24 Court has personal jurisdiction over Plaintiff because she is a resident of California and has
25 sufficient minimum contacts with this State. Venue is proper in Sonoma County inasmuch
26 as SSH's operations are located, in whole or in part, in Sonoma County, one or more current
27 or former employees of the Class described herein are residents of Sonoma County, and the
28 alleged unlawful conduct occurred, in whole or in part, in this County.

1 **CLASS ALLEGATIONS**

2 7. Plaintiff brings this action pursuant to California Code of Civil Procedure
3 section 382, on behalf of herself and the Class described below. The Class is comprised of
4 and defined as:

5 Class: All current and former non-exempt employees of SSH who
6 have worked at any of its locations in California at any time from the
7 period beginning four years before the filing of this action until the
8 date of certification (hereafter, the "Class Period").

9 8. There exists a well-defined community of interest among the Class, and the
10 Class is readily ascertainable for the following reasons:

11 (a) The members of the Class are so numerous that joinder of all members
12 in a single action would not be feasible or practical. Plaintiff alleges on information and
13 belief that the members of the Class exceed one hundred (100) persons.

14 (b) Plaintiff's claims are typical of the claims of the rest of the Class, and
15 Plaintiff will fairly and adequately represent the interests of the Class.

16 (c) Common issues of fact or law predominate in this action over any
17 purported individual issues. Specifically, the following common issues of fact or law
18 predominate and make this class action superior to individual actions:

19 (i) Whether Plaintiff and the rest of the Class are entitled to recover
20 unpaid wages, damages, penalties, injunctive relief or other equitable relief on the grounds
21 that SSH has utilized uniform policies and/or practices that violated California laws and
22 regulations and caused Plaintiff and the rest of the Class to suffer the same or similar injuries;

23 (ii) Whether SSH's policy or practice of rounding time entries has
24 caused Plaintiff and members of the Class to suffer compensable wage loss under California
25 law;

26 (iii) Whether SSH's policy or practice of failing to pay overtime or
27 double-time wages when overtime and double-time hours are worked have caused Plaintiff
28 and members of the Class to suffer lost wages under California law;

1 (iv) Whether SSH's policy or practice of failing to properly include
2 compensatory items in the regular rate caused Plaintiff and members of the Class to suffer
3 lost wages under California law;

4 (v) Whether SSH failed to provide Plaintiff and Class members with
5 legally-compliant meal periods as required by California law;

6 (vi) Whether SSH failed to provide Plaintiff and Class members with
7 the requisite meal period premiums for meal period violations as required by California law;

8 (vii) Whether SSH failed to provide Plaintiff and Class members with
9 legally-compliant rest periods as required by California law;

10 (viii) Whether SSH failed to provide Plaintiff and Class members with
11 the requisite rest period premiums for rest period violations as required by California law;

12 (ix) Whether SSH failed to reimburse Plaintiff and Class members
13 for the work-related expenses they incurred as required by California law;

14 (x) Whether SSH failed to issue legally-compliant wage statements
15 to Plaintiff and Class members;

16 (xi) Whether SSH failed to pay all wages due Plaintiff and separated
17 Class members as required by California law; and

18 (xii) Whether SSH's practices have constituted unlawful or unfair
19 practices under Business and Professions Code sections 17200 *et seq.*

20 (d) Plaintiff reserves the right under all applicable law, including Rule
21 3.765(b) of the California Rules of Court, to further divide the Class into subclasses or seek
22 certification on particular issues.

23 9. The issues which may be jointly tried in this action, when compared to any
24 purported individual issues, are so numerous and/or substantial that the maintenance of a
25 class action would be advantageous to the judicial process and the litigants. A class action
26 is superior to other means for a fair and efficient adjudication of this controversy.

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1 **ALLEGED WAGE-AND-HOUR VIOLATIONS**

2 10. During the Class Period, the Hospital maintained policies and practices
3 governing the working conditions of, and payment of wages to, Plaintiff and the rest of the
4 Class. As alleged below, these policies and practices violated California's labor laws and
5 constituted unlawful or unfair business practices under Business and Professions Code
6 sections 17200 *et seq.*

7 11. Specifically, during the Class Period, the Hospital committed various
8 violations of California's Labor Code and the applicable Wage Order, including the
9 following (which continue to persist):

10 (a) Unlawful Rounding. During the Class Period, SSH has had a policy or
11 practice of "rounding" time entries that was not neutral on its face and/or in practice, and
12 that resulted in the unlawful underpayment of wages.

13 (b) Underpaid Overtime/Incorrect Calculation Of The Regular Rate.
14 During the Class Period, SSH's payroll configurations or calculations have not captured all
15 the scenarios in which overtime and double-time is owed under California. During the Class
16 Period, SSH has also failed to properly include all compensatory items (e.g., night shift pay)
17 in the regular rate of pay and thus failed to pay all wages owed, including (without limitation)
18 overtime wages.

19 (c) Meal Period & Rest Break Violations. SSH has failed to provide
20 legally-compliant meal periods and rest breaks to Plaintiff and the rest of the Class. Among
21 other things, SSH has not established or provided employees with a sufficient break system
22 in the busy patient-heavy environment in which they work, causing repeated meal period
23 and rest break violations.

24 (d) Failure To Reimburse For Expenses. SSH has failed to reimburse
25 Plaintiff and the rest of the Class for work-related expenses they incurred including, without
26 limitation, for the Hospital-required work-related usage of their personal cellular phones to
27 perform work-related duties and communications and/or to carry out the directions of SSH.

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1 (e) Inaccurate Wage Statements. SSH failed to provide accurate wage
2 statements to Plaintiff and the rest of the Class. SSH failed to issue accurate wage statements
3 to Plaintiff and the rest of the Class as a consequence of the: (i) unlawful rounding of time
4 entries, (ii) failure to pay overtime and double-time in all the scenarios in which such pay is
5 owed; (iii) inaccurate calculation of the regular rate, (iv) failure to pay at all, or at the proper
6 rate, meal and rest period premiums, and (v) compensable activities performed or
7 compensable time spent during unpaid meal periods. Moreover, SSH's wage statements (vi)
8 did not itemize or show employees their total hours worked in the pay period, nor (vii)
9 specify the address of the employer. These wage statement violations were all "knowing
10 and intentional" and resulted in "injury" as those terms are statutorily defined.

11 (f) Failure To Pay All Wages Due Upon Separation From Employment.
12 SSH failed to pay, in the final paychecks (or direct deposits) issued to them, all wages due
13 to separated employees in the Class. Specifically, SSH failed to pay all wages due separated
14 Class members as a consequence of the: (i) unlawful rounding of time entries, (ii) failure to
15 pay overtime and double-time in all the scenarios in which such pay is owed; (iii) inaccurate
16 calculation of the regular rate, (iv) failure to pay at all, or at the proper rate, meal and rest
17 period premiums, and (v) compensable activities performed or compensable time spent
18 during unpaid meal periods. The deficiencies in final pay were "willful" within the meaning
19 of Labor Code section 203.

20 **FIRST CAUSE OF ACTION**

21 Unpaid Wages

22 (Against SSH and Does 1 through 25, inclusive)

23 12. Plaintiff re-alleges and incorporates by reference herein the allegations set
24 forth in Paragraphs 1 through 11 inclusive.

25 13. At all relevant times, Plaintiff and Class members were non-exempt
26 employees of SSH entitled to the full protections of the Labor Code and of the Wage Orders.

27 14. Labor Code section 1198 makes it unlawful for an employer to employ any
28 person under conditions of employment that violate the Wage Orders.

1 15. Section 2(K) of the IWC Wage Orders define “hours worked” as the “time
2 during which an employee is subject to the control of the employer, and includes all the time
3 the employee is suffered or permitted to work, whether or not required to do so.”

4 16. Labor Code sections 1194 and 1197, and Section 4 of the IWC Wage Orders,
5 require employers to pay their non-exempt employees at least the California minimum wage
6 for each hour worked.

7 17. Labor Code sections 510 and 1194, and Section 3 of the IWC Wage Orders,
8 require employers to pay overtime wages to their non-exempt employees at no less than one
9 and one-half times their regular rates of pay for all hours worked in excess of eight hours in
10 one workday, all hours worked in excess of forty hours in one workweek, and for the first
11 eight hours worked on a seventh consecutive workday.

12 18. Labor Code sections 510 and 1194, and Section 3 of the IWC Wage Orders,
13 also require employers to pay overtime wages to their non-exempt employees at no less than
14 two times their regular rates of pay (*i.e.*, double-time) for all hours worked in excess of
15 twelve hours in one workday, and for all hours worked in excess of eight hours on a seventh
16 consecutive workday.

17 19. Labor Code sections 204 and 218 require employers to pay the earned wages
18 of their employees, including straight-time wages, on a timely and periodic basis.

19 20. At all relevant times, SSH failed to pay Plaintiff and other Class members at
20 least the California minimum wage for each hour worked, failed to pay them straight-time
21 pay for all hours worked, and failed to pay them all the overtime (including double-time)
22 wages due to them, by maintaining policies and/or practices that (i) rounded the time entries
23 of Plaintiff and other Class members in a manner that was not neutral on its face and/or in
24 practice, and (ii) failed to compensate employees for compensable activities performed or
25 compensable time spent during unpaid meal periods. In addition, (iii) SSH failed to follow
26 the California rules for overtime and double-time. Among other things, and for example,
27 Plaintiff and Class members have worked over eight hours in a day without receiving daily
28 overtime for the hours worked in excess of eight during the workday. The Hospital's payroll

1 configurations or calculations have not captured, and do not capture, all the scenarios in
2 which overtime and double-time is owed under California. The Hospital has not duly
3 adopted any alternative workweek schedule which would allow the Hospital to deviate from
4 California's overtime rules. Moreover, (iv) SSH failed to properly include compensatory
5 items in the regular rate. These compensatory items include, but are not limited to, night
6 shift pay. When paying out overtime and/or double-time, the Hospital was required to, but
7 failed to, properly include these items in the regular rate of pay for purposes of calculating
8 overtime and double-time wages owed, and otherwise failed to use a proper formula for
9 calculating overtime and/or double-time wages. SSH's failure to properly include these
10 compensatory items in the regular rate caused employees to be shorted on overtime pay (and
11 double-time pay), and to receive deficient meal period and/or rest break premiums.

12 21. Pursuant to Labor Code section 1194, Plaintiff and Class members are entitled
13 to recover the unpaid balance of the full amount of California minimum wage and overtime
14 wages owed, including interest thereon, reasonable attorney's fees, and costs of suit.
15 Furthermore, under Labor Code section 1194.2, Plaintiff and Class members are entitled to
16 recover liquidated damages in an amount equal to the California minimum wages unlawfully
17 unpaid and interest thereon. On information and belief, Plaintiff also alleges that SSH
18 intentionally failed to pay the minimum wage due Plaintiff and Class members, and,
19 therefore, Plaintiff and Class members are entitled to penalties pursuant to Labor Code
20 section 1197.1. Plaintiff and Class members are entitled to recover all damages, penalties
21 and other remedies available for a violation of Labor Code section 1197 and the General
22 Minimum Wage Order.

23 **SECOND CAUSE OF ACTION**

24 Meal Period Violations

25 (Against SSH and Does 1 through 25, inclusive)

26 22. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 21
27 inclusive as though fully set forth herein.

28 23. Under California law, all non-exempt employees who work more than five (5)

1 hours in a day are entitled to take a full 30-minute duty-free meal period. Any meal period
2 must be started no later than after five (5) hours of work. (Labor Code, § 512, subd. (a);
3 IWC Wage Orders § 11.)

4 24. Under California law, all non-exempt employees who work more than ten (10)
5 hours in a day are entitled to take a second duty-free meal period of thirty (30) minutes. Any
6 second meal period must be started no later than after ten (10) hours of work. (Labor Code,
7 § 512, subd. (a); IWC Wage Orders, § 11.)

8 25. Under California law, employers are forbidden from requiring employees to
9 work during a meal period mandated pursuant to California statutory law or mandated by
10 the IWC Wage Orders. (Labor Code, § 226.7(a).)

11 26. Under California law, employers must provide an employee with an additional
12 hour of pay for each workday that an employee is not provided with a meal period "in
13 accordance with" California statutory law or the IWC Wage Orders. (Labor Code, §
14 226.7(c).)

15 27. Plaintiff and the rest of the Class were non-exempt employees who worked
16 more than (5) hours in a shift for SSH and were entitled to meal periods that conformed with
17 California law.

18 28. At all relevant times, Plaintiff and other Class members did not waive their
19 legally-mandated meal periods.

20 29. At all relevant times, SSH failed to provide Plaintiff and other Class members
21 a timely uninterrupted meal period of at least thirty (30) minutes when Plaintiff and other
22 Class members worked more than five (5) hours.

23 30. At all relevant times, SSH failed to provide Plaintiff and other Class members
24 a second timely uninterrupted meal period of at least thirty (30) minutes when Plaintiff and
25 other Class members worked more than ten (10) hours.

26 31. At all relevant times, SSH failed to pay Plaintiff and/or other Class members
27 all the required meal period premium pay to which they were entitled as a result of all the
28 meal period violations.

1 32. SSH has not established or provided employees with a sufficient break system
2 in the busy patient-heavy environment in which they work, causing employees to routinely
3 take delayed or shortened meal periods or forgo them altogether. In addition to the lack of
4 meal period infrastructure, the Hospital's inadequate staffing levels and lack of relief or
5 support personnel who can take over the duties of employees have caused meal period
6 violations to occur. Moreover, employees are expected to carry their Company-issued
7 walkie-talkies or communication devices on them during meal periods, and they have their
8 meal periods interrupted by work communications or demands to return to work.
9 Accordingly, their meal periods have been controlled, and something other than completely
10 duty-free.

11 33. SSH did not Plaintiff or Class members the one hour of pay for the first and
12 second meal period violations to which they were entitled.

13 34. SSH also flagged and paid meal period premiums for certain meal period
14 infractions, but SSH failed to pay the meal period premiums at the proper rate. SSH paid
15 meal period premiums at the employee's base rate or some other rate that was not legally
16 sufficient (i.e., it was not the "regular rate of compensation"). SSH's failure to pay meal
17 period premiums at the correct rate violated and is actionable under Labor Code § 226.7(c).

18 35. SSH's non-provision of compliant meal periods, and SSH's non-payment of
19 the requisite meal period premiums, violated and is actionable under Labor Code section
20 512, subdivision (a), and Labor Code sections 226.7, subdivisions (b) & (c).

21 36. As a result of SSH's violation of California's meal period rules, Plaintiff and
22 the rest of the Class are entitled to, among other things, one (1) hour of pay at the employee's
23 regular rate of pay for each workday in which a meal period violation occurred.

24 **THIRD CAUSE OF ACTION**

25 Rest Break Violations

26 (Against SSH and Does 1 through 25, inclusive)

27 37. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 36
28 inclusive as though fully set forth herein.

1 38. Under California law, employers must authorize and permit all non-exempt
2 employees to take a "net" 10-minute rest period for every four (4) hours worked, or major
3 fraction thereof. (IWC Wage Orders, § 12(A).) More specifically, employers must authorize
4 and permit non-exempt employees to take one 10-minute rest break for shifts from three and
5 one-half (3 ½) hours to six (6) hours in length, two 10-minute rest breaks for shifts of more
6 than six (6) hours up to ten (10) hours in length, three 10-minute rest breaks for shifts of
7 more than ten (10) hours up to fourteen (14) hours in length, and so on. (*Brinker Restaurant*
8 *Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) In terms of the timing of rest breaks,
9 employers must authorize and permit the taking of rest breaks "in the middle of each work
10 period." (IWC Wage Orders, § 12(A).)

11 39. Employers must provide employees with "suitable resting facilities" (Wage
12 Orders, §13(B)) that are "away from the work station" (DLSE Enforcement Manual, §
13 45.3.3). An employee's rest period starts from the moment the employee can reach an area
14 of rest away from the work station and be free from employer control. (*Vaquero v.*
15 *Stoneledge Furniture, LLC* (2017) 9 Cal.App.5th 98, 112 [a rest period "begins when the
16 employee reaches an area away from the work station that is appropriate for rest"]; *Augustus*
17 *v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273 ["California law requires employers
18 to relieve their employee of all work-related duties and employer control during 10-minute
19 rest periods"].)

20 40. Under California law, it is illegal for an employer to require an employee to
21 work during a rest period that is mandated by California statutory law or an IWC Wage
22 Order. (Labor Code, § 226.7(b).)

23 41. Under California law, employers must provide an employee with an additional
24 one (1) hour of pay for each workday that an employee is not provided with a rest period "in
25 accordance with" California statutory law or IWC Wage Orders. (Labor Code, § 226.7(c).)

26 42. At all relevant times, Plaintiff and the rest of the Class worked 3.5 hours or
27 more in a shift for SSH and were entitled to rest breaks that conformed with California law.

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1 43. At all relevant times, Plaintiff and the rest of the Class did not waive their
2 legally-mandated rest breaks.

3 44. At all relevant times, SSH failed to provide Plaintiff and the rest of Class
4 members with timely uninterrupted rest periods of at least ten (10) minutes for every four
5 (4) hours worked, or major fraction thereof. SSH failed to provide Plaintiff and the Class
6 members with first, second, and third rest breaks that complied with California law.

7 45. At all relevant times, SSH failed to pay Plaintiff or other members of the Class
8 all the required rest period premium pay for all the rest period violations.

9 46. Plaintiff and Class members were routinely denied legally-compliant rest
10 periods.

11 47. SSH has not established or provided employees with a sufficient break system
12 in the busy patient-heavy environment in which they work, causing employees to routinely
13 take delayed or shortened rest periods or forgo them altogether. In addition to the lack of
14 rest period infrastructure, the Hospital's inadequate staffing levels and lack of relief or
15 support personnel who can take over the duties of employees have caused rest period
16 violations to occur. Moreover, employees are expected to carry their Company-issued
17 walkie-talkies or communication devices on them during rest periods, and they have their
18 rest periods interrupted by work communications or demands to return to work.
19 Accordingly, their rest periods have been controlled, and something other than completely
20 duty-free.

21 48. SSH did not pay Plaintiff or other Class members the one hour of pay for rest
22 period violations to which they were entitled. If any rest period premiums were paid, SSH
23 paid them at the employee's base rate or some other rate that was not legally sufficient (i.e.,
24 it was not the "regular rate of compensation").

25 49. SSH's non-provision of compliant rest periods, and SSH's non-payment of the
26 requisite rest period premiums, violated and is actionable under Labor Code sections 226.7
27 subdivisions (b) & (c).

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50. As a result of SSH's violation of California's rest period rules, Plaintiff and the rest of the Class are entitled to, among other things, one (1) hour of pay at the employee's regular rate of pay for each workday in which a rest period violation occurred.

FOURTH CAUSE OF ACTION

Unreimbursed Expenses

(Against SSH and Does 1 through 25, inclusive)

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

52. At all relevant times, Labor Code section 2802 required and continues to require employers to fully reimburse employees for expenses incurred in the discharge of their work-related duties or while carrying out the directions of their employer. At all material times, SSH failed to reimburse Plaintiff and Class members for all their reimbursable expenses.

53. Among other things, Plaintiff and other Class members were required by SSH to utilize their personal cell-phones for work-related communications or tasks and were not properly reimbursed or issued allowance pay for their cell-phone usage, in violation of Labor Code section 2802(a)-(c). (*Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 [reimbursement owed under Labor Code section 2802 for required use of personal cell-phones].)

54. In addition to other appropriate relief, Plaintiff and other Class members are entitled to full reimbursement of all expenses owed, plus interest, attorney's fees and costs, as provided for in Labor Code section 2802.

FIFTH CAUSE OF ACTION

Failure To Provide Accurate Wage Statements

(Against SSH and Does 1 through 25, inclusive)

55. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 54 as though fully set forth herein.

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1 56. Labor Code section 226(a) requires that employers furnish to their employees
2 semi-monthly or at the time of each payment of wages, an accurate itemized statement in
3 writing showing such matters as the name of the legal entity that is the employer, the gross
4 wages earned, the total hours worked, the net wages earned and all applicable hourly rates
5 and the corresponding hours worked at those rates during the pay period.

6 57. At all relevant times, Labor Code section 226(a) applied to SSH's employment
7 of Plaintiff and the rest of the Class.

8 58. At all relevant times, SSH knowingly and intentionally failed to provide
9 Plaintiff and the rest of the Class with accurate itemized wage statements as required by
10 Labor Code section 226.

11 59. As a result of SSH's alleged unlawful time-rounding, failure to pay overtime
12 and double-time in all the scenarios in which such pay is owed, inaccurate calculation of the
13 regular rate, failure to pay at all, or at the proper rate, meal and rest period premiums, and
14 the compensable activities performed or compensable time spent during unpaid meal
15 periods, SSH failed to provide Plaintiff and other Class members with accurate wage
16 statements that accurately reflected their total hours worked (violating Labor Code §
17 226(a)(2)), their gross wages earned (violating Labor Code § 226(a)(1)), their net wages
18 earned (violating Labor Code § 226(a)(5)), and their applicable rates of pay and hours
19 worked at those rates (violating Labor Code § 226(a)(9)).

20 60. Moreover, SSH's wage statements fail to show the total hours worked in the
21 pay period. The wage statements have not accurately itemized the total hours actually
22 worked. SSH's wage statements contain multiple different pay lines, with a dizzying amount
23 of references to compensatory items and hours. Employees cannot discern, from the face of
24 the wage statements alone, the total hours actually worked in the pay period. Accordingly,
25 SSH's wage statements violate Labor section Code § 226(a)(2).

26 61. In addition, the Hospital's wage statements fail to specify the address of the
27 employer (there is no address displayed), in violation of Labor Code section 226(a)(8).

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62. Plaintiff, through her counsel, requested her wage statements from the Hospital. The Hospital failed to produce them in the time required by law (and, to this date, they remain unproduced). The Hospital's non-production of copies of Plaintiff's wage statements violates Labor Code sections 226(b) and (c).

63. Furthermore, SSH violated Labor Code section 226 by failing to keep on file for at least three (3) years at the place of employment or at a central location within the State of California copies of accurate itemized wage statements as required by Labor Code section 226.

64. Plaintiff and the rest of the Class have suffered the requisite injury as result of SSH's violations of Labor Code section 226, violations which precluded Plaintiff and Class members from being able to "promptly and easily" determine from the wage statements alone one or more the statutorily-required items of information.

65. Pursuant to Labor Code section 226 subdivision (e), Plaintiff and the rest of the Class are entitled to recover statutory penalties from SSH for the wage statement violations, as well as attorney's fees and costs.

SIXTH CAUSE OF ACTION

Failure To Pay All Wages Due Upon Separation

(Against SSH and Does 1 through 25, inclusive)

66. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 65 inclusive as though fully set forth herein.

67. At all relevant times, Labor Code sections 201 and 202 applied to SSH and imposed time requirements on tendering to a discharged or quitting employee their final wages. At all relevant times, Labor Code section 201 provided that, if an employer discharged an employee, the employee's wages earned and unpaid at the time of discharge are due and payable immediately. At all relevant times, Labor Code section 202 provided that, if an employee quits without giving 72 hours advance notice, all of his or her wages are due within 72 hours of quitting; if an employee quits and provides 72 hours or more of advance notice, all of his or her wages are due at the time of quitting.

68. SSH willfully failed to pay separated employees in the Class all their wages due in violation of Labor Code sections 201 and 202.

69. Among other things, as a result of SSH's alleged unlawful time-rounding, failure to pay overtime and double-time in all the scenarios in which such pay is owed, inaccurate calculation of the regular rate, failure to pay at all, or at the proper rate, meal and rest period premiums, and the compensable activities performed or compensable time spent during unpaid meal periods, SSH did not provide separated employees with final pay that contained all wages due to them under California law. This deficiency in final pay was willful within the meaning of Labor Code section 203.

70. At all relevant times, Labor Code section 203 provided that, if employers (such as SSH) willfully fail to pay any wages of an employee who is discharged or quits in the time required by Labor Code section 201 or 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced, but the wages shall not continue for more than thirty (30) days. Accordingly, separated employees in the Class are entitled to receive statutory penalties up to a maximum of thirty (30) days, as well as attorney's fees and costs, under Labor Code section 203.

SEVENTH CAUSE OF ACTION

Unfair Or Unlawful Business Practices

(Against SSH and Does 1 through 25, inclusive)

71. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 70 inclusive as though fully set forth herein.

72. At all relevant times, SSH's practices, as alleged above, have been unfair, unlawful, and harmful to Plaintiff, others similarly situated, and the general public. SSH's above-alleged practices constitute violations of Business and Professions Code sections 17200 *et seq.* A practice that violates any state law or regulation may constitute the basis of an unlawful business practice prohibited by Business and Professions Code sections 17200 *et seq.*

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1 73. Among other things, the following practices of SSH constitute unfair or
2 unlawful business practices:

- 3 a. The failure to pay all wages due as alleged above;
- 4 b. The failure to provide legally-compliant meal periods, and pay proper
5 premiums for non-compliant meal periods as alleged above;
- 6 c. The failure to provide legally-compliant rest periods, and pay proper
7 rest-period premiums for non-compliant rest periods as alleged above;
- 8 d. The failure to reimburse Plaintiff and Class members for their work-
9 related expenses as alleged above;
- 10 e. SSH's failure to provide accurate wage statements as alleged above;
- 11 f. SSH's failure to pay all the wages due separated employees as alleged
12 above; and
- 13 g. SSH's failure to keep and maintain accurate records as required by law,
14 including, inter alia, Labor Code section 1174(d).

15 72. Accordingly, pursuant to Business and Professions Code sections 17200 *et*
16 *seq.*, Plaintiff and the rest of the Class are entitled to restitution of wages and other property
17 held by SSH and/or other relief requiring SSH (and any other responsible parties) to pay all
18 wages and other sums due to them. Plaintiff and the rest of the Class lack an adequate
19 remedy at law.

20 73. Plaintiff meets the standing requirements for seeking relief pursuant to
21 Business and Professions Code section 17203, in that she has suffered injury in fact and has
22 lost money as a result of the SSH's actions, as more fully set forth in this pleading.

23 **EIGHTH CAUSE OF ACTION**

24 Representative Action Under PAGA

25 (Against SSH and Does 1 through 25, inclusive)

26 74. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 73
27 inclusive as though fully set forth herein.

28 ///

1 75. Pursuant to Labor Code section 2699.3, Plaintiff, on behalf of herself and all
2 other aggrieved employees, brings this action as a non-class representative action under
3 PAGA for civil penalties based on violations of the California Labor Code and the applicable
4 IWC Wage Order(s).

5 76. Plaintiff has timely and adequately exhausted her administrative remedies
6 under PAGA. Plaintiff submitted her PAGA Notice (incorporated in full herein by reference
7 and attached hereto as **Exhibit A**) to the LWDA, provided a copy of the same to Defendant
8 via certified mail, and waited the requisite time-period before filing this PAGA action in
9 court. Consistent with the PAGA Notice, this PAGA action applies to Plaintiff and all
10 current and former non-exempt employees of SSH who worked at any of its locations in
11 California at any time during the applicable limitations period (collectively, the "aggrieved
12 employees").

13 77. Pursuant to Labor Code section 2699.5, Plaintiff asserts this representative
14 action on behalf of herself and other aggrieved employees for civil penalties for the
15 violations alleged above and in **Exhibit A**, including, without limitation, for:

- 16 a. Unlawful time-rounding;
- 17 b. Unpaid overtime and the incorrect calculation of the regular rate;
- 18 c. The failure to provide legally-compliant meal and rest periods, and pay the
19 required meal and rest-period premiums;
- 20 d. The failure to provide accurate wage statements;
- 21 e. Unlawful recordkeeping;
- 22 f. The failure to pay all the wages due separated employees;
- 23 g. The failure to reimburse for expenses incurred; and
- 24 h. The failure to produce required records.

25 78. Labor Code section 2699(f)(2), in turn, provides that the default civil penalties
26 recoverable under PAGA for such violations are "one hundred dollars (\$100) for each
27 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200)
28 for each aggrieved employee per pay period for each subsequent violation," except where

1 the Labor Code specifically provides for another penalty. In addition to the default civil
2 penalties PAGA provides, Plaintiff seeks, through PAGA, any other civil penalties available
3 under the Labor Code (including, without limitation, Labor sections 226.3, 558, and 1174.5)
4 for the above-alleged violations of the Labor Code and/or applicable IWC Wage Order(s).

5 **Future Amendment**

6 79. Plaintiff reserves the right to amend this pleading in the event that future
7 discovery and investigation indicate the presence of additional as yet unstated causes of
8 action.

9 **PRAYER**

10 WHEREFORE, Plaintiff requests judgment as follows:

11 **On The First Cause Of Action**

12 1. For all recoverable damages and unpaid wages, including unpaid minimum
13 wages, straight-time pay, overtime wages, and double-time wages;

14 2. For liquidated damages pursuant to Labor Code § 1194.2;

15 **On The Second Cause Of Action**

16 3. For premium pay for meal period violations under Labor Code § 226.7;

17 **On The Third Cause Of Action**

18 4. For premium pay for rest period violations under Labor Code § 226.7;

19 **On The Fourth Cause Of Action**

20 5. For the full reimbursement of expenses owed, including interest thereon, under
21 Labor Code § 2802;

22 **On The Fifth Cause Of Action**

23 6. For statutory penalties under Labor Code § 226;

24 7. For actual damages incurred as a result of SSH issuing inaccurate wage
25 statements, according to proof;

26 **On The Sixth Cause of Action**

27 8. For statutory penalties under Labor Code § 203, up to the statutory amount;

28 ///

1 **On The Seventh Cause Of Action**

2 9. For restitution of all unpaid wages, straight-time, overtime, double-time,
3 minimum wages, premium pay, and other monies withheld from Plaintiff and the rest of the
4 Class together with the disgorgement of any profits received as a result of SSH's unlawful
5 or unfair business practices;

6 **On The First Through Seventh Causes Of Action**

7 10. For certification of the action as a class action, and for entry of judgment in
8 favor of the Class;

9 **On The Eighth Cause Of Action**

10 11. For all forms of relief and civil penalties recoverable under PAGA, and for
11 entry of judgment in favor of the aggrieved employees;

12 **On All Causes Of Action**

13 12. For attorney's fees and costs pursuant to Civil Code § 1021.5, all provisions of
14 the Labor Code that authorize attorney's fees and costs (including, e.g., Labor Code §§ 226,
15 203, 1194(a), 1194.3, 2802, 2699, 3287, and 3289), the "common fund" theory, the
16 "substantial benefit" theory, the "catalyst" theory, and/or any other applicable theory or
17 doctrine;

18 13. For prejudgment interest on all amounts owing, commencing from the date
19 such amounts were due; and

20 14. For all such other relief as the Court deems just and proper.

21 Dated: June 27, 2022

SCHEPPACH BAUER PC

22
23 By: _____

24 JOHN M. SCHEPPACH
25 Attorneys for Plaintiff, TINA POORE,
26 on behalf of herself and all others
27 similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims and causes of action so triable.

Dated: June 27, 2022

SCHEPPACH BAUER PC

By: _____

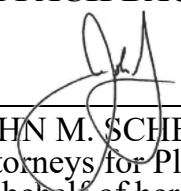

JOHN M. SCHEPPACH
Attorneys for Plaintiff, TINA POORE,
on behalf of herself and all others
similarly situated

EXHIBIT A

PAGA NOTICE

April 22, 2022

VIA CERTIFIED MAIL

Employer

Sonoma Specialty Hospital, LLC
Michael Worsham
Registered Agent For Service Of Process
730 17th Street,
Modesto, CA 95354

VIA ONLINE SUBMISSION

Agency

State Of California, Labor & Workforce
Development Agency

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Re: *Tina Poore, et al. v. Sonoma Specialty Hospital, LLC, et al.*
PAGA Notice

Dear Employers and the LWDA:

Tina Poore ("Poore"), on behalf of herself and all other aggrieved non-exempt employees, and through her undersigned representative, hereby provides notice pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698 – 2699.5 ("PAGA"), of alleged violations of the California Labor Code committed by Sonoma Specialty Hospital, LLC (collectively, "SSH" or the "Hospital"). Pursuant to the requirements of PAGA, the Labor Code provisions allegedly violated, including the alleged facts and theories in support thereof, are set forth in the paragraphs below. All citations in this PAGA Notice are to the California Labor Code as it is presently constituted. The Labor Code may be amended in one or more respects after the date of this PAGA Notice. This PAGA Notice invokes all applicable forms of tolling, including the tolling provided by Judicial Council Emergency Rule 9.

I. BACKGROUND

SSH is a specialty hospital in Sonoma County. SSH is part of a network of partner hospitals. Poore has worked as a certified nurse assistant at SSH and, at all times, has been classified as a non-exempt employee.

PAGA Group

This PAGA Notice applies to Poore and all current and former non-exempt employees of SSH who worked at any of its locations in California at any time during the applicable limitations period. Poore and all of these other current and former employees are referred to herein collectively as the "aggrieved employees."

II. ALLEGED LABOR CODE VIOLATIONS

Poore and the other aggrieved employees have experienced a variety of Labor Code violations. These violations continue to persist. They are discussed below in no particular order.

A. Unlawful Time-Rounding

At all material times, SSH maintained time and attendance policies. At all material times, SSH maintained a time-rounding practice that rounded the time entries of Poore and other aggrieved employees. On information and belief, the time-rounding shaved off Poore's and other aggrieved employees' compensable work time, and the rounding was not neutral on its face and/or in practice. Moreover, the time-rounding applied to unpaid meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61.) Accordingly, the Hospital's time-rounding practice was and is unlawful under California law.

The alleged unlawful time-rounding caused Poore and other aggrieved employees to not be paid the applicable California minimum wage for compensable work (in violation of, and actionable under, Labor Code §§ 1194, 1194.2, 1197, 1197.1 & 1199), to not receive proper overtime and/or double-time compensation (in violation of, and actionable under, Labor Code §§ 510 & 1198), to not receive proper meal periods or associated premium pay (in violation of, and actionable under, IWC Wage Order, § 11, Labor Code §§ 226.7 & 512) and to not be timely paid all their wages owed each pay period (in violation of, and actionable under Labor Code §§ 204 & 218).

B. Unpaid Overtime & Incorrect Calculation Of The Regular Rate

Labor Code section 510 provides in pertinent part: "(a) Eight hours of labor constitutes a day's work. 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 seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

On information and belief, the Hospital failed to follow the California rules for overtime and double-time. Among other things, aggrieved employees have worked over eight hours in a

day without receiving daily overtime for the hours worked in excess of eight during the workday. The Hospital's payroll configurations or calculations have not, and do not, capture all the scenarios in which overtime and double-time is owed under California. The Hospital has not duly adopted any alternative workweek schedule which would allow the Hospital to deviate from California's overtime rules. The Hospital failed to pay overtime and/or double-time wages in all scenarios in which such pay was required (in violation of, and actionable under, Labor Code §§ 204, 218, 510 & 1198).

In addition, the Hospital provided employees with compensatory items besides regular hourly pay, including (without limitation) night shift pay. When paying out overtime and/or double-time, the Hospital was required to, but failed to, properly include these items in the regular rate of pay for purposes of calculating overtime and double-time wages owed, and otherwise failed to use a proper formula for calculating overtime and/or double-time wages. The Hospital's failure to properly calculate the regular rate and/or properly include compensatory items in the regular rate has caused the overtime and/or double-time wages of employees to be underpaid (in violation of, and actionable under, Labor Code §§ 204, 218, 510 & 1198).

C. Meal Period Violations

At all material times, the Hospital maintained a policy and/or practice that prevented employees, including Poore, from receiving legally-compliant first and second meal periods. Employees, including Poore, were routinely denied legally-compliant first and second meal periods. SSH has not established or provided employees with a sufficient break system in the busy patient-heavy environment in which they work, causing employees to routinely take delayed or shortened meal periods or forgo them altogether. In addition to the lack of meal period infrastructure, the Hospital's inadequate staffing levels and lack of relief or support personnel who can take over the duties of employees have caused meal period violations to occur. Moreover, employees are expected to carry their Company-issued walkie-talkies or communication devices on them during meal periods, and they have their meal periods interrupted by work communications or demands to return to work. Accordingly, their meal periods have been controlled, and something other than completely duty-free.

Under California law, all non-exempt employees who work more than five (5) hours in a shift are entitled to take an unpaid, duty-free meal period of at least thirty (30) minutes. Meal periods must start after no more than five (5) hours of work. (Labor Code, § 512(a); IWC Wage Orders, § 11.) Under California law, all non-exempt employees who work more than ten (10) hours in a shift are entitled to take a second unpaid, duty-free meal period of at least thirty (30) minutes. Second meal periods must start after no more than ten (10) hours of work. (Labor Code, § 512(a); IWC Wage Orders, § 11.) Employers are forbidden from requiring employees to work during a meal period that is mandated by California statutory law or by an IWC Wage Order. (Labor Code, § 226.7(b).) Under California law, employers must provide an employee with an additional hour of pay for each workday that an employee is not provided with a meal period "in accordance with" California statutory law or IWC Wage Orders. (Labor Code, § 226.7(c).)

Poore and other aggrieved employees routinely worked the requisite hours to be entitled to a first meal period under California law. SSH was required to provide a first meal period to Poore and other aggrieved employees in accordance with law, and SSH failed to do so. SSH also failed to provide employees with a legally-compliant second meal period on shifts they work more than ten (10) hours.

SSH did not pay Poore or other aggrieved employees the one hour of pay for the first and second meal period violations to which they were entitled. SSH's non-provision of compliant meal periods, and the SSH's non-payment of meal period premiums, violated and is actionable under Labor Code § 512(a), Labor Code §§ 226.7(b) & (c), and IWC Wage Order, § 11.

SSH also flagged and paid meal period premiums for certain meal period infractions, but SSH failed to pay the meal period premiums at the proper rate. SSH paid meal period premiums at the employee's base rate or some other rate that was not legally sufficient (i.e., it was not the "regular rate of compensation"). SSH's failure to pay meal period premiums at the correct rate violated and is actionable under Labor Code § 226.7(c).

There may be other policies and/or practices that caused missed, short, or late meal periods, which formal discovery may uncover.

D. Rest Break Violations

At all material times, SSH maintained a policy and/or practice that prevented employees, including Poore, from receiving legally-compliant rest periods. Employees, including Poore, were routinely denied legally-compliant rest periods.

SSH has not established or provided employees with a sufficient break system in the busy patient-heavy environment in which they work, causing employees to routinely take delayed or shortened rest periods or forgo them altogether. In addition to the lack of rest period infrastructure, the Hospital's inadequate staffing levels and lack of relief or support personnel who can take over the duties of employees have caused rest period violations to occur. Moreover, employees are expected to carry their Company-issued walkie-talkies or communication devices on them during rest periods, and they have their rest periods interrupted by work communications or demands to return to work. Accordingly, their rest periods have been controlled, and something other than completely duty-free.

Under California law, all non-exempt employees of SSH must be authorized and permitted to take a "net" 10-minute rest break for every four (4) hours worked, or major fraction thereof. (IWC Wage Orders, § 12(A).) More specifically, non-exempt employees must be authorized and permitted to take one 10-minute rest break for shifts from three and one-half (3 ½) hours to six (6) hours in length, two 10-minute rest breaks for shifts of more than six (6) hours up to ten (10) hours in length, three 10-minute rest breaks for shifts of more than ten (10) hours up to fourteen (14) hours in length, and so on. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.)

In terms of rest break timing, SSH must authorize and permit the taking of rest breaks "in the middle of each work period." (IWC Wage Orders, § 12(A); see also *Rodriguez v. E.M.E., Inc.* (2016) 246 Cal.App.4th 1027, 1040 [analyzing the rest break timing rule].) In terms of rest break duration, California law requires employers to provide employees with a "net" rest time of 10 minutes. (IWC Wage Orders, § 12.) An employee's 10 minutes of rest begins the moment the employee can reach an appropriate area of rest and be free from employer control. (*Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal.App.5th 98, 112 [a rest period "begins when the employee reaches an area away from the work station that is appropriate for rest"]; *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273 ["California law requires employers to relieve their employee of all work-related duties and employer control during 10-minute rest periods"].)

Under California law, it is illegal for an employer to require an employee to work during a rest period that is mandated by California statutory law or an IWC Wage Order. (Labor Code, § 226.7(b).) Under California law, employers must provide an employee with an additional hour of pay for each workday that an employee is not provided with a rest period "in accordance with" California statutory law or IWC Wage Orders. (Labor Code, § 226.7(c).)

Poore and other aggrieved employees routinely worked the requisite hours to be entitled to first, second, and third rest periods under California law. SSH was required to authorize and permit Poore and other aggrieved employees to take rest periods in accordance with California law, and SSH failed to do so.

SSH did not pay Poore other aggrieved employees the one hour of pay for rest period violations to which they were entitled. If any rest period premiums were paid, SSH paid them at the employee's base rate or some other rate that was not legally sufficient (i.e., it was not the "regular rate of compensation").

SSH's non-provision of compliant rest periods, and SSH's non-payment of the requisite rest period premiums, violated and is actionable under Labor Code §§ 226.7(b) and (c) and IWC Wage Order, § 12.

There may be other policies and/or practices that caused employees to experience non-compliant rest periods which formal discovery may uncover.

E. Wage Statements

Labor Code section 226, subdivision (a), requires that employers (such as SSH) furnish to their employees, semi-monthly or at the time of each payment of wages, an accurate itemized statement in writing showing such matters as the total hours worked, the gross wages earned, the net wages earned, and the applicable hourly rates and the hours worked at those rates during the pay period.

As a result of SSH's alleged unlawful time-rounding, failure to pay overtime and double-time in all the scenarios in which such pay is owed, inaccurate calculation of the regular rate,

failure to pay at all, or at the proper rate, meal and rest period premiums, and the compensable activities performed or compensable time spent during unpaid meal periods, SSH failed to provide Poore and other aggrieved employees with accurate wage statements that accurately reflected their total hours worked (violating Labor Code § 226(a)(2)), their gross wages earned (violating Labor Code § 226(a)(1)), their net wages earned (violating Labor Code § 226(a)(5)), and their applicable rates of pay and hours worked at those rates (violating Labor Code § 226(a)(9)).

Moreover, SSH's wage statements fail to show the total hours worked in the pay period. The wage statements have not accurately itemized the total hours actually worked. SSH's wage statements contain multiple different pay lines, with a dizzying amount of references to compensatory items and hours. Employees cannot discern, from the face of the wage statements alone, the total hours actually worked in the pay period. Accordingly, SSH's wage statements violate Labor section Code § 226(a)(2).

In addition, the Hospital's wage statements fail to specify the address of the employer (there is no address displayed), in violation of Labor Code section 226(a)(8).

Poore, through her counsel, requested her wage statements from the Hospital. The Hospital failed to produce them in the time required by law (and, to this date, they remain unproduced). The Hospital's non-production of copies of Poore's wage statements violates Labor Code sections 226(b) and (c). On information and belief, the Hospital has also failed to produce wage statements when requested by other aggrieved employees.

Although unnecessary for PAGA purposes, the above-mentioned violations were knowingly and intentionally committed, and resulted in injury to the employees.

F. Unlawful Recordkeeping

SSH was required to keep, in a centralized location, three years' worth of accurate records showing the hours worked by, and wages paid, to its employees; however, SSH failed to do so in violation of Labor Code § 1174(d). The unlawful time-rounding, failure to pay overtime and double-time in all the scenarios in which such pay is owed, inaccurate calculation of the regular rate, failure to pay at all, or at the proper rate, meal and rest period premiums, and the compensable activities performed or compensable time spent during unpaid meal periods, rendered these records inaccurate and incomplete.

SSH was also required to maintain, for three years at a central location within the state of California, copies of wage statements that comply with Labor Code § 226(a). SSH's wage statements were inaccurate, deficient, or otherwise non-compliant with Labor Code § 226(a) as discussed above. Thus, SSH did not keep the records required by law.

G. Failure To Timely Pay All Wages Due Upon Separation From Employment

Labor Code § 201 and 202 impose a time requirement on employers when it comes to providing the final wages of separated employees. A willful failure to pay all the wages due to a separated employee in the time required by the Labor Code creates additional liability under Labor Code § 203. As a result of SSH's alleged unlawful time-rounding, failure to pay overtime and double-time in all the scenarios in which such pay is owed, inaccurate calculation of the regular rate, failure to pay at all, or at the proper rate, meal and rest period premiums, and the compensable activities performed or time spent during unpaid meal periods, SSH did not provide separated employees with final pay that contained all wages due to them under California law. This deficiency in final pay was willful within the meaning of Labor Code § 203. SSH's non-provision of timely and sufficient final pay to separated employees violated, and is actionable under, Labor Code §§ 201, 202, 203, 208, 226(a), 226.3, and 256.

H. Unreimbursed Expenses

Labor Code § 2802 requires employers to fully reimburse employees for expenses incurred in the discharge of their work-related duties or while carrying out the directions of their employer. SSH failed to pay Poore and other aggrieved employees for all their work-related expenses. Among other things, Poore and other aggrieved employees were required to use their personal cell-phones to perform work-related duties or tasks, to review or engage in work-related communications (including text messages and emails), and/or to carry out the directions of SSH, and were not properly reimbursed for their cell-phone usage or provided with cell-phone allowance pay, in violation of and actionable under Labor Code § 2802(a)-(c).

III. Civil Penalties

For all the above-specified Labor Code violations, Poore, on behalf of herself and all other aggrieved employees, reserves all rights to pursue any and all available civil penalties that California law allows, including the default civil penalties provided by PAGA, and any civil penalties specifically provided by statute for the alleged Labor Code violations (including, without limitation, Labor Code §§ 210, 226.3, 256, 558, 1174.5, and 1197.1) which are recoverable under PAGA. Poore, on behalf of herself and all other aggrieved employees, also reserves the right to assert claims for Labor Code violations and associated penalties, and against any other responsible parties (via Labor Code, § 558.1 or otherwise), that are uncovered in the discovery process but which are presently unknown.

Very truly yours,



John M. Scheppach
Scheppach Bauer PC