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ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

11/01/2022
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

SUPERIOR COURT STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

CGC-22-602692

MELODY MALDONADO on behalf of
herself and Aggrieved Employees

Plaintiff,

vs.

HEALTHSOURCE GLOBAL STAFFING,
INC., a California Corporation;
AMN HEALTHCARE, INC., a Nevada
Corporation; STANFORD HEALTH
CARE, a California Non-Profit
Corporation; and DOES 1-50, inclusive

Defendants.

Case No.:

**PLAINTIFF'S COMPLAINT FOR
PENALTIES PURSUANT TO
CALIFORNIA LABOR CODE
SECTIONS 2699, *ET SEQ.*
(PRIVATE ATTORNEYS GENERAL
ACT ["PAGA"])**

COMES NOW, Plaintiff MELODY MALDONADO (“Plaintiff”), on behalf of herself, Aggrieved Employees, and the State of California and files this Private Attorneys General Act (“PAGA”) Action Complaint against HEALTHSOURCE GLOBAL STAFFING, INC., a California Corporation; AMN HEALTHCARE, INC., a Nevada Corporation; STANFORD HEALTH CARE, a California Non-Profit Corporation; and DOES 1-50, inclusive. On information and belief, Plaintiff alleges:

NATURE OF THE ACTION

1. Plaintiff brings this Private Attorneys General Act (“PAGA”) action in her representative capacity on behalf of the State of California and on behalf of all Defendants’ current and former non-exempt traveling and replacement nurses, licensed vocational nurses, licensed practical nurses, and other non-managerial healthcare workers employed in California (hereinafter “Aggrieved Employees”) from May 31, 2021 to the present. (“PAGA PERIOD”). Plaintiff is an Aggrieved Employee within the meaning of Labor Code section 2699(c) because she was employed by Defendants over the PAGA PERIOD and suffered one or more of the alleged Labor Code violations committed by Defendants, as alleged herein.

2. These alleged Labor Code violations are based on Defendants’ 1) failure to pay for all hours worked, include onboarding time, mandatory training time, check-in time, waiting time, and travel time to and from the worksite location; 2) failure to pay all minimum, overtime and double time wages owed; 3) failure to authorize and permit, or otherwise, make available compliant meal and rest breaks; 4) failure to provide accurate and compliant wage statements; 5) failure to timely pay wages upon termination or resignation of employment; and 6) failure to maintain accurate records.

VENUE & JURISDICTION

3. This case is subject to the jurisdiction of this Court pursuant to the California Labor Code, California Business and Professions Code, and the California Code of Civil Procedure. The amount in controversy exceeds the jurisdictional minimum of this Court. At all times alleged herein, one or more Defendants were residents of or were doing business in, the State of California, County of San Francisco.

4. Venue in San Francisco County is proper pursuant to sections 395 and 395.5 of the Code of Civil Procedure in that at all relevant times herein, at least some of the violations of law alleged to have been committed herein occurred in San Francisco County and/or because each Defendant is found, maintains offices, or conducts substantial business in the County of San Francisco.

5. As a result of the violations alleged herein, all Defendants are subject to PAGA penalties, which Plaintiff seeks for herself and for other aggrieved current and former employees of Defendants, and the State of California. Plaintiff is an Aggrieved Employee within the meaning of Labor Code section 2698, *et seq.* and has complied with the pre-filing requirements of PAGA. Pursuant to Labor Code section 2699.3 (a), Plaintiff gave written notice of the facts and legal basis for her claims, as alleged herein, via online submission to the California Labor & Workforce Development Agency (“LWDA”) on May 31, 2022 and send notice via certified mail to Defendants the same day. To date, the LWDA has not provided a response to Plaintiff’s notice. As such, Plaintiff has exhausted her administrative remedies and may bring an action on behalf of herself and all other Aggrieved Employees. Aggrieved Employees includes but are not limited to: all non-exempt traveling and replacement nurses, licensed vocational nurses, licensed practical nurses, and other non-managerial healthcare workers who have or continue to work for Defendants in California from May 31, 2021 to the present (“PAGA PERIOD”).

PARTIES

6. Plaintiff MELODY MALDONADO is an individual over the age of 18 and a resident of the State of California. At all times relevant to this Complaint, Plaintiff was employed by Defendants as a traveling/replacement nurse.

7. On Plaintiff's information and belief, Defendant HEALTHSOURCE GLOBAL STAFFING, INC. is a California Corporation organized and existing under the laws of California.

8. On Plaintiff's information and belief, Defendant AMN HEALTHCARE, INC. is a Nevada Corporation organized and existing under the laws of Nevada.

9. On Plaintiff's information and belief, Defendant STANFORD HEALTH CARE

1 is a California Non-Profit Corporation organized and existing under the laws of California.

2 10. Defendant, STANFORD HEALTH CARE, is now and was at all times
3 mentioned in this Complaint a client employer within the meaning of Labor Code section 2810.3
4 such that it received or was provided workers to perform labor within its usual course of
5 business from a labor contractor/staffing agency. Defendants HEALTHSOURCE GLOBAL
6 STAFFING, INC. and AMN HEALTHCARE, INC. are now and at all times mentioned in the
7 Complaint were labor contractors within the meaning of Labor Code 2810.3 given that they
8 supplied the client employer, Defendant STANFORD HEALTH CARE, with workers to
9 perform services/labor within the usual course of its business. As such, Defendant STANFORD
10 HEALTH CARE and Defendants HEALTHSOURCE GLOBAL STAFFING, INC. and AMN
11 HEALTHCARE, INC. share civil legal responsibility and civil liability for all workers supplied
12 by HEALTHSOURCE GLOBAL STAFFING, INC. and AMN HEALTHCARE, INC. to
13 Defendant STANFORD HEALTH CARE for legal violations concerning the labor code
14 violations experienced by workers, as alleged herein.

15 11. Plaintiff does not know the true names and capacities of Defendants sued in this
16 Complaint as DOES 1 through 50, inclusive, and therefore sues these Defendants by fictitious
17 names. Plaintiff will amend this Complaint to allege the true names and capacities of DOES 1
18 through 50, inclusive when ascertained. Plaintiff is informed, believes, and thereupon alleges
19 that each of the Defendants named herein as DOES 1 through 50, inclusive, is responsive in
20 some manner for the occurrence, injury, and other damages alleged in this Complaint.

21 12. Plaintiff is informed, believes, and thereupon alleges, that each Defendant was in
22 some manner responsible for the acts and damages alleged herein, and/or are indebted to
23 Plaintiff as alleged herein, and that each Defendant was the agent, employer, and co-conspirator
24 of each other Defendant, and was acting in the course and scope of such agency and conspiracy.
25 In this Complaint where Plaintiff refers to Defendant singularly, such reference shall be
26 construed to be a reference to all Defendants named herein, including those named fictitiously.

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28 ///

FACTUAL ALLEGATIONS

13. Plaintiff is a Certified Critical Care Registered Nurse (“CCRN”) who works as a traveling nurse throughout California. Plaintiff and Aggrieved Employees began working for Defendants in or around April 22/23, 2022, as replacement nurses at STANFORD HEALTH CARE (“STANFORD”) in Palo Alto, California. Defendants HEALTHSOURCE GLOBAL STAFFING, INC., (“HSG”) and AMN HEALTHCARE, INC. (“AMN”) are nationwide companies that provide temporary healthcare staffing to medical facilities, including hospitals, like STANFORD, which are experiencing nursing shortages due to strikes or other events.

14. On April 24, 2022, thousands of STANFORD nurses went on strike. In order to meet the massive nursing shortage, STANFORD employed HSG and AMN to provide replacement nurses. HSG, AMN and other similar staffing companies hired thousands of replacement nurses to fill the STANFORD staffing shortage. Plaintiff and Aggrieved Employees were employed directly by HSG and AMN and traveled from across California and the United States to report for their first day of work at STANFORD on either April 24/25, 2022.

15. Before even stepping into the hospital, however, Plaintiff and Aggrieved Employees were required to complete hours of onboarding and training, much of which was entirely unpaid. For instance, Plaintiff and Aggrieved Employees were required to complete 4-6 hours of online training and paperwork, including numerous training modules. Plaintiff and Aggrieved Employees were also required to spend 3-4 hours, after arriving in the bay area in or around April 22, 2022, to complete an in-person check-in before going to their respective housing accommodations. This unpaid check-in required, among other things, an N-95 fitting, personal information and credentialing verification, completion of a training/skills checklist, and housing verification.

16. After their arrival at their assigned hotel and completion of the in-person check-in the previous day, Plaintiff and Aggrieved Employees were then required to attend a 12-hour orientation. Plaintiff and Aggrieved Employees were eventually paid for the orientation; however, they were not paid for the full 12 hours worked and were not paid for this time until mid-May, 2022 – approximately two weeks after their assignment had ended.

1 17. The next day, April 24, 2022, and over the course of the following week, Plaintiff
2 and Aggrieved Employees – numbering in the thousands and housed at approximately nine (9)
3 hotel locations across the bay area – reported each day for work.

4 18. Plaintiff, who worked the night shift, was required by HSG to report to the check-
5 in location in her hotel lobby at approximately 4:00 p.m. The day shift employees were similarly
6 required to check-in at 4:00 a.m. Each Aggrieved Employee was required to check in and
7 provide an attestation of health prior to being cleared for work that day. Approximately thirty
8 (30) minutes to one (1) hour after check-in, Plaintiff and Aggrieved Employees loaded on to
9 company-provided buses and left for the hospital. The buses generally arrived at the
10 STANFORD Health Care campus about one (1) hour later, at 6:00 p.m. or 6:00 a.m. The buses
11 then parked nearby the hospital and Plaintiff and Aggrieved Employees were required to wait on
12 the bus for another 45 minutes or so before being driven to the loading dock where they would
13 again check in. Shortly thereafter, Plaintiff and Aggrieved Employees would report to work at
14 6:45 a.m./p.m.

15 19. There was some initial confusion over how Plaintiff and Aggrieved Employees’
16 time worked would be logged. After a day or so, however, Defendants decided to only permit
17 Plaintiff and Aggrieved Employees to confirm or deny they had worked a 12-hour shift. This
18 was as opposed to actually having Plaintiff and Aggrieved Employees clock in and out with a
19 time stamp.

20 20. Despite the fact that Plaintiff and Aggrieved Employees were required to, and
21 did, arrive at the worksite before the scheduled shift, they were nonetheless only paid for their
22 12-hour nursing shift. Furthermore, Plaintiff and Aggrieved Employees were not paid for any
23 time before their nursing shift started, beginning from the mandatory check-in at the hotel, travel
24 time (to and from the hotel/STANFORD), and waiting time once they arrived at STANFORD.

25 21. Beginning from the mandatory 4:00 a.m./p.m. check-in and including drive time
26 and on-site waiting time, the total daily unpaid time for Plaintiff and Aggrieved Employees was
27 approximately four (4) hours per day over the course of the work assignment. This is in addition
28 to the unpaid online training and in-person check-in requirements on the day of arrival.

1 22. In addition to not being paid for mandatory travel time, waiting time, and in-
2 person and online training and onboarding, Plaintiff and Aggrieved Employees were also denied
3 compliant rest and meal periods. Specifically, as required by Defendants, Plaintiff and
4 Aggrieved Employees were not permitted to take a rest period every four hours or a major
5 fraction thereof. In fact, Defendant STANFORD specifically required Plaintiff and Aggrieved
6 Employees to stack all of their rest breaks in a one-hour block. Plaintiff and Aggrieved
7 Employees were not paid rest period premiums as a result of STANFORD'S failure to provide
8 non-compliant rest periods.

9 23. In addition to missed and non-compliant rest periods, Plaintiff and Aggrieved
10 Employees also regularly received meal periods after the fifth and tenth hour of work due, in
11 part, to the unrecognized and uncompensated working time tacked on to the front- and back- end
12 of each workday.

13 24. As a result of Defendants' policies and practices described above, Plaintiff and
14 Aggrieved Employees were not given accurate wage statements itemizing their total regular and
15 overtime hours worked and corresponding rates of pay, or the correct gross and net wages
16 earned.

17 25. Defendants also failed to timely pay Plaintiff and Aggrieved Employees all
18 wages owed after their assignment ended on May 2, 2022, including minimum and overtime
19 wages, and rest and meal period premiums. In fact, Plaintiff and Aggrieved Employees did not
20 receive their final wage check until May 16, 2022, and are still owed outstanding wages to date.

21 **FIRST CAUSE OF ACTION**
22 **Private Attorneys General Act**
23 **(Lab. Code, §§ 2698, *et seq*)**
24 **(As to All Defendants)**

25 26. Plaintiff incorporates in this cause of action each and every allegation of the
26 preceding paragraphs, as though fully set forth herein.

27 27. Plaintiff has alleged to the Labor Commissioner that Defendants have violated
28 the following provisions of the Labor Code in their dealings with Plaintiff other Aggrieved
Employees:

1 • Failure to pay Overtime (Lab. Code §§ 1194, 510, Wage Orders)

2 *Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their*
3 *regular rate of pay for any work in excess of eight (8) hours in one workday and any work in*
4 *excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times*
5 *their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any*
6 *one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all*
7 *hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess*
8 *of eight (8) hours on the seventh day of work in any one workweek. Due to Defendants' failure*
9 *to pay for all worked-related time, Plaintiff and Aggrieved Employees were not paid overtime*
10 *and double-time according to law.*

11 • Failure to pay Minimum Wage (Lab. Code § 1194)

12 *During the period Plaintiff and Aggrieved Employees were employed by Defendants they*
13 *were entitled to be paid at least the State's minimum wage rate for each hour that they worked,*
14 *including non-productive time. See, e.g., IWC Wage Order MW-2022; IWC Wage Order Nos. 4*
15 *and 5 § (4); Cal. Lab. Code §§ 1194, 1197.1. Due to Defendants' failure to pay for all*
16 *compensable time, Plaintiff and Aggrieved Employees not paid minimum wages for all hours*
17 *worked.*

18 • Rest Period Violations (Labor Code § 226.7)

19 *Labor Code section 226.7 and Wage Order Nos. 4 and 5, section 12(A) require*
20 *employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours*
21 *or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved*
22 *Employees were not authorized and permitted to take all legally compliant rest periods owed to*
23 *them pursuant to California law. Defendants also failed to pay any rest period premiums for*
24 *their failure to provide rest periods.*

25 • Meal Period Violations (Labor Code §§ 512, 226.7)

26 *Labor Code section 226.7 and Wage Order Nos. 4 and 5, section 11(A) require*
27 *employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked,*
28 *which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage*
29 *Order No. 4, section 11 (B) further provide that employers may not employ employees for a*
30 *work period of more than ten (10) hours per day without providing the employee with a second*
31 *meal period of thirty (30) minutes. For the reasons stated above, Plaintiff and Aggrieved*
32 *Employees were not authorized and permitted to take legally compliant meal periods pursuant*
33 *to California law. Defendants also failed to pay any meal period premiums for their failure to*
34 *provide meal periods.*

35 • Inaccurate Wage Statement Penalties (Lab. Code § 226)

36 *Labor Code section 226 requires employers to furnish to employees with "an accurate*
37 *itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the*
38 *employee, ... (3) the number of piece-rate units earned and any applicable piece rate if the*

employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees.

- Failure to Maintain Accurate Records (Lab. Code §§ 226.3, 1174)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees wage records and hours worked.

- Waiting-Time Penalties (Lab. Code §§ 201-203, 256)

Labor Code sections 201-203 require that all wages, including regular and overtime wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. Plaintiff and Aggrieved Employees were not timely paid all wages owed after their separation from employment both for recorded and unrecorded work and meal and rest period premiums.

28. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

29. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

30. Furthermore, to the extent that any of the conduct and violations alleged herein did not affect Plaintiff during the PAGA PERIOD, Plaintiff seek penalties for those violations that affected other Aggrieved Employees. (See *Huff v. Securitas Security Services USA, Inc.*

1 (2018) 23 Cal. App. 9 ["PAGA allows an "aggrieved employee" -- a person affected by at least
2 one Labor Code violation committed by an employer--to pursue penalties for all the Labor Code
3 violations committed by that employer."].)

4 31. As a proximate result of the Defendants' conduct, Plaintiff and Aggrieved
5 Employees have been damaged and request relief as described below.

6 **PRAYER**

7 WHEREFORE, Plaintiff prays for judgment against Defendants as follows

8 (a) For reasonable attorney's fees and costs of suit to the extent
9 permitted by law, including pursuant to Labor Code § 2699, *et seq.*;

10 (b) For civil penalties to the extent permitted by law pursuant to the
11 Labor Code under the Private Attorneys General Act; and

12 (c) For such other relief as the Court deems just and proper

13
14 **DREW LEWIS, PC**

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16 Dated: November 1, 2022

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18 By:  _____

19 Drew Lewis
20 Attorney for Plaintiff
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