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Attorneys for Plaintiff CYNTHIA WILLIAMS, on behalf
of herself and others similarly situated

FILED
Superior Court of California
County of Los Angeles
03/26/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Miro Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CYNTHIA WILLIAMS, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

ALHAMBRA HOSPITAL MEDICAL
CENTER L.P., a California limited
partnership, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 23STCV29202

CLASS ACTION

Assigned for All Purposes To:

Hon. Carolyn B. Kuhl

Dept.: 12

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
10. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff CYNTHIA WILLIAMS (hereinafter “Plaintiff”), on behalf of herself and other
2 similarly situated non-exempt, hourly employees employed by Defendants within the state of
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),
4 complains of Defendants, and each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former
7 Employees within the State of California who, at any time from February 4, 2020 and continuing
8 through resolution, are or were employed as non-exempt, hourly employees, including those
9 employed as unit secretaries, registered nurses, certified nurse assistants, monitor techs, and in
10 similar and in similar and related positions, by Defendants ALHAMBRA HOSPITAL MEDICAL
11 CENTER L.P., a California limited partnership and DOES 1 through 50, inclusive (all defendants
12 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each
13 of them, violated various provisions of the California Labor Code, relevant orders of the Industrial
14 Welfare Commission (“IWC”), and the California Business & Professions Code, and seeks redress
15 for these violations.

16 2. Plaintiff and the Class Members worked as hourly, non-exempt Employees for
17 Defendants in positions generally pertaining to providing health care services to Defendants’
18 patients. Plaintiff, and upon information and belief the other similarly situated Employees in the
19 Class, were required to perform work tasks based out of Defendants’ hospitals and facilities in
20 California. Plaintiff was employed by Defendants as a unit secretary, and Defendants tasked her
21 with duties that included meeting and greeting patients, handling bed assignments, recording
22 doctor’s notes, completing discharge paperwork, and answering phone calls.

23 3. Defendants employed other similarly situated Employees in similar and related
24 positions based out of Defendants’ hospitals and facilities throughout California, including in the
25 city of Alhambra. Plaintiff and the other similarly situated Class Members worked at Defendants’
26 behest without being paid all wages due and without being provided all required breaks. More
27 specifically, Plaintiff and the other similarly situated Class Members were employed by
28 Defendants and (1) shared similar job duties and responsibilities, (2) were subjected to the same

1 policies and practices, and (3) endured similar violations at Defendants' hands.

2 4. Defendants required Plaintiff and the Employees in the Class to work off the clock
3 and failed to accurately record the hours they were on the clock, failed to pay them at the
4 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
5 resignation, and failed to provide Plaintiff and Class Members with accurate itemized wage
6 statements that prevented them from learning of these unlawful pay practices. Defendants also
7 failed to provide Plaintiff and the Class with lawful meal and rest periods, as Employees were
8 required to remain under Defendants' control and were not provided with the opportunity to take
9 full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and
10 the applicable paragraphs of the IWC Wage Orders.

11 5. Defendant ALHAMBRA HOSPITAL MEDICAL CENTER L.P. is a California
12 limited partnership which lists its principal address in Alhambra, California with the California
13 Secretary of State. It lists a registered corporate agent who list an address in Alhambra, California
14 and in Los Angeles County. Alhambra Hospital Medical Center's website explains that it is "one
15 of the leading hospitals in the San Gabriel Valley by providing safe, integrated, affordable and
16 equitable patient care and service which will promote the health and well-being of our patients and
17 our community."

18 6. The wage statements issued to Plaintiff list "Alhambra Hospital Medical Center" as
19 her employer with an address in Alhambra, California. Alhambra Hospital Medical Center L.P. is
20 the entity that confirmed Plaintiff's employment with "Alhambra Hospital Medical Center L.P."
21 Plaintiff was employed by Defendants at the Alhambra Hospital Medical Center in Alhambra,
22 California and Los Angeles County, and Defendants employed other Class Members in Los
23 Angeles, California. The website for Alhambra Hospital Medical Center explains "[it's] located in
24 the beautiful city of Alhambra, the gateway between Los Angeles and the San Gabriel Valley."

25 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
26 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
27 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
28 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district

1 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
2 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles
3 County and Defendants listed a principal California address with the California Secretary of State.
4 Defendants also employ Class Members at offices and facilities in Los Angeles County and
5 throughout California.

6 8. The true names and capacities, whether individual, corporate, associate, or
7 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
8 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
9 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
10 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
11 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
12 this Complaint to reflect the true names and capacities of the Defendants designated herein as
13 Does 1 through 50 when their identities become known.

14 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
15 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
16 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
17 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
18 all respects as the employers or joint employers of Employees. Defendants, and each of them,
19 exercised control over the wages, hours, or working conditions of Employees, created and
20 implemented the policies and practices that governed the employment of Plaintiff and the Class
21 Members and dictated their job duties and responsibilities, or otherwise suffered or permitted
22 Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a
23 common law employment relationship with the Employee Class Members. Therefore, Defendants,
24 and each of them, employed or jointly employed the Employee Class Members.

25 **FACTUAL BACKGROUND**

26 10. The Employees who comprise the Class, including Plaintiff, are non-exempt
27 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission
28 (“IWC”). During the period from February 4, 2020 through its resolution, the Employee Class

1 Members were employed by Defendants and worked in non-exempt positions at the direction of
2 Defendants in the State of California. Plaintiff and the Class Members were either not paid by
3 Defendants for all hours worked or were not paid at the appropriate minimum, regular and
4 overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class
5 Members all wages due and owing, including compensation for off the clock work, uncompliant
6 meal and rest breaks, and Defendants' failure to furnish accurate wage statements, all in violation
7 of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage
8 Orders.

9 11. During the course of Plaintiff and the Class Members' employment with
10 Defendants, they were not paid all wages they were owed, including for all work performed
11 (resulting in "off the clock" work) and for all their overtime hours worked, and they were not
12 paid at the required rates for overtime. This has resulted in systematic and ongoing violations of
13 the California Labor Code and relevant IWC Wage Orders. Upon information and belief,
14 Defendants employ other non-exempt, hourly employees as unit secretary and in similar and
15 related positions based out of their hospital and locations in California.

16 12. Plaintiff was generally scheduled to work three days per week for twelve hours per
17 shift, with shift times generally spanning from 7:00 p.m. through 7:00 a.m. Plaintiff regularly
18 worked over eight hours in a work shift, over forty hours in a work week, and over twelve hours
19 in a day. However, Plaintiff was required by Defendants to endure substantial off the clock work
20 before and after her scheduled shift hours, and Defendants failed to compensate Plaintiff at the
21 required overtime and double time rate.

22 13. Defendants' policy and practice of requiring systematic off the clock work flowed
23 in part from their unlawful timekeeping procedures. Defendants instructed Plaintiff and the Class
24 Members to input into the timekeeping system that they took a thirty minute meal period without
25 regard to whether they were actually taken on time or for the full duration or were interrupted by
26 patient and management demands and other work requirements. Additionally, by deducting 30
27 minutes for a meal period that was generally not lawfully provided if at all, Defendants
28 effectively and unlawfully deducted at least 30 minutes of hours worked from each Employee's

1 daily work shifts. Managers, upon information and belief, would modify and adjust any
2 timekeeping entries recorded for meal periods that were non-compliant to reflect they occurred
3 before the fifth hour of work or not shortened to avoid incurring and paying meal period premium
4 penalty wages.

5 14. Defendants also required Plaintiff to be prepared to begin work at her scheduled
6 shift start time, and she would be reprimanded if she was not. However, for Plaintiff to do so she
7 had to arrive at the hospital well before that start time. Plaintiff's work shifts were generally
8 scheduled to start at 7:00 p.m., and to be prepared to start working then she had to arrive at the
9 hospital by at least 15 minutes prior to Plaintiff's scheduled start time. Upon entering the hospital
10 building, Plaintiff was required to sanitize her hands until dry then proceed to manually getting
11 her temperature taken by a hospital employee with an ear thermometer, which often times
12 spanned up to five minutes depending on the length and pace of the line. Plaintiff was then
13 required to go through another temperature screening using a thermal imaging scanner. In order
14 for the thermal imaging scanner camera to properly measure her surface skin temperature,
15 Plaintiff, and others waiting in line, were required to stand still in front of the thermal imaging
16 scanner for a couple of seconds. This resulted in frequent attempts for accurate readings, which
17 consequently led to frequent delays. After successful completion of the thermal imaging scanner
18 and positive thermal imaging results, Plaintiff would then make her way to the lobby elevator and
19 go up to the second floor to clock in. Plaintiff recalls that this entire process typically took up to
20 15 minutes, if not more, and Defendants' timekeeping procedures failed to account for such time.

21 15. Defendants' charge nurses and managers also contacted Plaintiff after work hours
22 by calling her personal cell phone regarding work related matters and scheduling. Plaintiff was
23 also required to work off the clock during her lunch periods, and she also was compelled by
24 Defendants not to clock back in but continue working. Additionally, under Defendants'
25 requirements at least one employee was required to be present to tend to patients, and on
26 occasions where Plaintiff could not find coverage, Plaintiff was required to wait and continue
27 working until another employee was able to cover her. This oftentimes resulted in Plaintiff
28 working throughout her meal period or missing her meal periods in its entirety. Additional off the

1 clock work occurred in the form of the unlawful deduction of 30 minutes of hours worked for an
2 alleged thirty meal period that was provided generally untimely if at all.

3 16. As addressed above, Plaintiff worked overtime hours regularly. Additionally, upon
4 information and belief, Defendants paid Plaintiff and the Class Members performance based
5 bonuses when they attained difficult to reach goals. To whatever extent Defendants paid this and
6 any other form of remuneration to Employees in the Class, such as shift differentials and the like,
7 Defendants failed to include it in the regular rate used to calculate and pay the overtime that
8 Defendants did pay.

9 17. Plaintiff was therefore not paid for all her hours worked at the required minimum,
10 overtime and double time wage rates due to Defendants' uniformly applied and unlawful policy
11 and practice of requiring her to work off the clock and without pay. Defendants systematically
12 underpaid Plaintiff and the Class Members by failing to pay them at the required overtime rates
13 for all hours over eight in a work shift, all hours over forty in a work week, and all hours over
14 twelve in a day at the required double time rate. Upon information and belief, the Class Members
15 were bound by similar scheduling and timekeeping policies and endured similar violations at
16 Defendants' hands as Plaintiff.

17 18. Defendants have failed to maintain timekeeping records for Plaintiff that would
18 permit Plaintiff to discover the nature and extent of the off the clock work Defendants required
19 and the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours
20 worked, and by under-recording regular hours to the detriment of the Class Members, Defendants
21 have committed knowing and intentional ongoing violations of the record keeping requirements
22 under the Labor Code, including section 1174, by either failing to maintain records or retaining
23 inaccurate ones.

24 19. The failure to pay for all hours worked and underpayment of wages to Plaintiff
25 and the Class Members is and has been a direct consequence of Defendants' unlawful
26 compensation policies and practices, which upon information and belief applied uniformly to the
27 Class Members working based out of Defendants' hospitals and locations throughout California.
28 As a result of the above-described unlawful requirements to work off the clock, the failure to

1 accurately record all hours worked and pay wages at the correct rates, and the other wage
2 violations they endured at Defendants' hands, Plaintiff and the Class Members were not properly
3 paid all wages earned and all wages owed to them by Defendants, including when working for
4 more than eight hours in a work shift, more than forty hours in a work week, and for more than
5 twelve hours in a day at the required double time rate.

6 20. Therefore, from at least February 4, 2020 continuing through its resolution,
7 Defendants had a consistent policy or practice of failing to pay Employees for all hours worked
8 and failing to pay minimum wages for all time worked, as required by California law. Also, from
9 at least February 4, 2020 and continuing through its resolution, Defendants had a consistent policy
10 or practice of failing to pay Employees overtime compensation at premium overtime rates for all
11 hours worked in excess of eight hours a day and/or forty hours a week and double-time rates for
12 all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the
13 corresponding sections of IWC Wage Orders.

14 21. Defendants also failed to provide Plaintiff and the Class Members with their
15 required meal periods and the at least two ten-minute rest breaks as required at a minimum for
16 Plaintiff's scheduled shift durations. The above described off the clock work contributed to
17 Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Class
18 Members, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s).
19 Defendants similarly failed to authorize and permit Plaintiff and the employee Class Members to
20 take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the
21 IWC Wage Order(s).

22 22. More specifically, Plaintiff worked shifts that entitled her to at least two meal
23 periods, but as addressed above, meal periods were contingent on whether coverage was
24 available. As a result, Plaintiff often received only one meal period during her typical 12-hour
25 shift, which was often provided after the fifth hour of work and was generally interrupted.
26 Additionally, even on the occasions where Defendants failed to provide Plaintiff with her first
27 meal period, she was not permitted to take a second meal period and vice versa.

28 23. Defendants' managers required Plaintiff and the Class Members to record a 30-

1 minute lunch period and would deduct that time from hours worked for the shift regardless of
2 whether the meal period was taken for the full period. At the beginning of Plaintiff's shift,
3 Plaintiff was permitted to choose a time she'd like her lunch period to commence. However, to
4 whatever extent she was permitted to schedule her meal periods, it went by the wayside quickly
5 as there always seemed to be a patient issue to resolve or a phone call to take or a message to
6 respond to. Additionally, as addressed above, Defendants' managers and charge nurses prohibited
7 Plaintiff from taking a meal period if coverage was unavailable or otherwise interrupted
8 Plaintiff's meal period if there was not sufficient coverage to tend to patients. This led to
9 systematically late meal periods, if they were provided at all, and on-duty meal periods that were
10 incessantly interrupted by customer and management demands and required job duties and tasks
11 to be performed and required Employees to remain under Defendants' control during breaks.
12 Management expectations also contributed to Employees working through meal periods or not
13 taking them or taking them late so work could be accomplished or they were required to remain
14 under Defendants' control during meal periods.

15 24. As addressed above, Plaintiff and Class Members meal periods were frequently
16 interrupted or after the fifth hour of work. Nevertheless, Plaintiff's pay stubs fail to reflect these
17 meal violations. Plaintiff's paystubs indicate that Plaintiff was only paid for one missed meal
18 period, despite the fact that meal period violations occurred regularly throughout Plaintiff's
19 employment with Defendant. Upon information and belief, Defendants either instructed Plaintiff
20 and the Class Members to thus record compliant meal breaks without regard to whether they were
21 actually taken on time or for the full duration or were interrupted by patient and management
22 demands and other work requirements or otherwise automatically deducted 30 minutes for meal
23 period on each work shift without regard to whether it was actually taken or was otherwise
24 unlawful.

25 25. Therefore, meal period violations systematically occurred ongoing throughout all
26 of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
27 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
28 To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all

1 forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour
2 premium payment. Upon information and belief, the other Class Members were subjected to
3 similar unlawful policies and practices and endured similar violations as Plaintiff.

4 26. Defendants thus failed to provide all the legally required unpaid, off-duty meal
5 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
6 Members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
7 Members were required to perform work as ordered by Defendants for more than five hours
8 during a shift without receiving compliant meal periods. Additionally, as addressed above,
9 Defendants followed a practice of requiring off the clock work in a manner that would impact
10 when Employees were to receive meal periods and rest breaks and required them to respond to
11 work calls and inquiries and other demands during breaks, thus leading to further violations.

12 27. Upon information and belief, Defendants' systems did not automatically generate a
13 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
14 into a work shift or in the event the time punch records reflected a meal period of less than thirty
15 minutes. However, upon information and belief, in the event Defendants did pay any meal period
16 premiums, they did so at the employee's customary regular rate of hourly compensation without
17 including all forms of remuneration in that hourly rate calculation, for example by omitting
18 performance-based bonuses and the like from the rate at which meal premiums were paid.

19 28. Defendants thus followed uniformly applied policies of not providing all required
20 meal periods to their Employees. Meal periods were often not properly provided, as work
21 demands and computer and phone time impermissibly shortened their breaks. Even when Plaintiff
22 and the Class Members were able to take a meal period, it was generally interrupted by work
23 duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants
24 followed a practice of requiring off the clock work in a manner that would impact when
25 Employees were to receive meal periods and rest breaks, thus leading to further violations.

26 29. As a result, Defendants' failure to provide Plaintiff and the Class Members with all
27 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
28 periods is and will be evidenced by Defendants' business records, or lack thereof. As further

1 detailed above, Defendants also failed to pay Employees “premium pay,” i.e. one hour of wages at
2 each Employee’s effective regular hourly rate of compensation for each meal period or rest break
3 that Defendants failed to provide or deficiently provided.

4 30. Therefore, from at least February 4, 2020 and through its resolution, Plaintiff and
5 the Class Members were unable to take off-duty breaks or were otherwise not provided with the
6 opportunity to take required breaks as required under the Labor Code and Wage Orders due to
7 Defendants’ policies and practices. On the occasions when Plaintiff and the Class Members were
8 provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened,
9 and Employees were not provided with one hour’s wages in lieu thereof. Meal period violations
10 thus occurred in one or more of the following manners:

- 11 (a) Class Members were not provided full thirty-minute duty free meal periods
12 for work days in excess of five hours and were not compensated one hour’s
13 wages in lieu thereof, or were not compensated at the correct regular rate
14 of compensation, all in violation of, among others, Labor Code §§ 226.7,
15 512, and the applicable Industrial Welfare Commission Wage Order(s);
- 16 (b) Class Members were not provided second full thirty-minute duty free meal
17 periods for work days in excess of ten hours;
- 18 (c) Class Members were required to work through at least part of their daily
19 meal period(s);
- 20 (d) Meal periods were provided after five hours of continuous work during a
21 shift; and
- 22 (e) Class Members were restricted in their ability to take a full thirty-minute
23 meal period.

24 31. Similar violations resulted from Defendants’ failure to authorize and permit
25 Plaintiff and the Class Members to take duty-free, net ten minute rest breaks for every four hours
26 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class Members
27 were either not authorized permitted the opportunity to take a rest break, or were required to
28 remain under Defendants’ control and respond to calls and instructions from management and job

1 and patient demands if and when they even attempted to take one. Upon information and belief,
2 Defendants thus also failed to authorize and permit employees to leave the premises during rest
3 breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class Members
4 to remain under their control during required off-duty rest break times.

5 32. Rest breaks were neither scheduled by Defendants. Defendants charge nurses only
6 allowed Plaintiff to take a rest break if there was another employee available to cover her. When
7 coverage was available, Plaintiff would ask the charge nurse whether she was permitted to take
8 her break and permission was generally granted but Plaintiff would be required to cut her break
9 short if coverage became unavailable again or additional help was needed. On occasions where
10 coverage was unavailable, Plaintiff would simply not ask the charge nurse for permission to go
11 on break, and the charge nurse failed to schedule or contemplate rest breaks for Plaintiff.

12 33. Defendants' uniformly applied policies and practices thus resulted in untimely and
13 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
14 Members worked shifts over ten hours, which required at least three rest breaks. Even on the
15 occasions when Defendants authorized and permitted Plaintiff to take a first rest break, she was
16 not permitted to take a second or a third break, and those that were provided were often late and
17 generally interrupted by job duties and requirement.

18 34. During rest periods, employers must relieve employees of all duties and relinquish
19 control over how employees spend their time. Plaintiff and the Class Members were and are
20 under Defendants' control when they are working through rest breaks and remaining under
21 Defendants' control. Defendants have also provided either impermissibly shortened or untimely
22 meal and rest breaks to Plaintiff and the Class Members. Plaintiff and the Employees in the Class
23 were thus not authorized and permitted to take lawful rest periods, were systematically required
24 by Defendants to work through or during breaks, and were not provided with one hour's wages in
25 lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus
26 making them either untimely or shortened and on-duty, and they were also prevented from
27 leaving the premises and otherwise remain under Defendants' control during rest breaks under
28 Defendants' uniformly applied policies and practices. Rest period violations therefore arose in

one or more of the following manners:

- (a) Class Members were required to work without being provided a minimum ten minute rest period for every four hours or major fraction thereof worked and were not compensated one hour of pay at their regular rate of compensation for each workday that a rest period was not provided;
- (b) Class Members were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof; and
- (c) Class Members were required to remain on-duty during rest periods or otherwise had their rest periods interrupted by work demands.

35. From at least February 4, 2020 and continuing through its resolution, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and on-duty work while on unpaid meal breaks. In addition to failing to authorize and permit rest breaks, Defendants unlawfully deducted up to 30 additional minutes for meal periods that were rarely provided or otherwise received without violation. Thus, by deducting 30 minutes for a meal period that was generally not lawfully provided if at all, Defendants effectively and unlawfully deducted at least 30 minutes of hours worked from each Employee's daily work shifts. Upon information and belief, Defendants' managers would also move Plaintiffs' clock in times to later ones as much as needed to offset any unapproved overtime or to make a late meal period timely in order to avoid overtime. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

36. Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Class Members. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to

1 the Class Members during the relevant time period, including by failing to provide two work
2 weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and
3 248.2 and including damages and penalties as these sections are enforced through Labor Code §
4 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid
5 sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250),
6 whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars
7 (\$4,000), shall be included in the administrative penalty.” Plaintiff accordingly seeks this relief
8 available for Defendants’ failure to provide Employees with all their required and earned sick
9 days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1,
10 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246,
11 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees
12 and costs pursuant to Labor Code § 2699(g)(1).

13 37. Upon information and belief, Defendants also failed to provide Employees such as
14 Plaintiff at the time of her employment and thereafter with written notice complying with all the
15 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
16 shall provide to each employee a written notice, in the language the employer normally uses to
17 communicate employment-related information to the employee, containing” specific required
18 information. Upon information and belief, Defendants failed to provide this information to the
19 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
20 provide Plaintiff and the aggrieved employee Class Members certain specific information upon
21 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
22 any such information when she was hired, or have failed to produce them, and upon information
23 and belief Defendants committed similar violations in connection with similarly situated and
24 aggrieved Class Members.

25 38. As a result of these illegal policies and practices, Defendants also engaged in and
26 enforced the following additional unlawful practices and policies against Plaintiff and the Class
27 Members she seeks to represent:

28 a. failing to pay all wages owed to Class Members who either were discharged, laid

1 off, or resigned in accordance with the requirements of Labor Code §§ 201, 202,
2 203;

3 b. failing to pay all wages owed to the Class Members twice monthly in accordance
4 with the requirements of Labor Code § 204;

5 c. failing to pay Class Members all wages owed, including all meal and rest period
6 premium wages, and failing to pay them at the regular rate of compensation;

7 d. failing to maintain accurate records of Class Members' hours worked and earned
8 wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section
9 7 of the applicable IWC Wage Orders; and

10 e. failing to produce timekeeping records in response to Plaintiff's timely and lawful
11 request to receive them under these authorities.

12 39. Defendants have also consistently failed to provide Class Members with timely,
13 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
14 including by the above-described requirement of off the clock work, failure to pay all overtime
15 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
16 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
17 miscalculating any overtime or meal period or rest break premium wages and by the systematic
18 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
19 difficult to account with precision for the unlawfully withheld wages and meal and rest period
20 compensation owed to Plaintiff and the Class, during the liability period, including because they
21 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
22 and because they did not implement and preserve a record-keeping method as required for non-
23 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
24 California Wage Orders. Upon information and belief, time clock punches were not maintained or
25 were not accurately maintained for work shifts and meal periods, which were automatically
26 presumed by Defendants to have been lawfully provided when they were not. Defendants also
27 failed to accurately record and pay for all regular and overtime hours worked and submitted by
28 Plaintiff and the Class Members, including by failing to pay all overtime hours at the correctly

1 calculated overtime premium rate.

2 40. Defendants have thus also failed to comply with Labor Code § 226(a) by
3 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
4 Members, along with the appropriate applicable rates, among others requirements. Plaintiff and
5 Class Members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
6 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
7 applicable California IWC Wage Orders by failing to maintain time records showing when the
8 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor
9 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
10 payment of wages and accurately reporting total hours worked.

11 41. Defendants also required Plaintiff and the Class Members to work hours off the
12 clock for which they were not compensated. They were required to endure off the clock work
13 addressed above during interrupted or otherwise on-duty meal and rest periods and were not
14 provided with sick pay and supplemental sick leave and were subjected to systematic off the clock
15 work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
16 work shift and a work day or failed to pay it at the correct rate, as addressed above. Therefore,
17 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
18 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
19 two hours of their resignation, as required by California wage-and-hour laws.

20 42. Additionally, from at least February 4, 2020 and continuing through its resolution,
21 Defendants have regularly required Plaintiff and the Class Members to incur necessary business
22 expenses in the course of performing their required job duties without reimbursement. Plaintiff
23 incurred cell phone related expenses in responding to calls and texts from charge nurses managers
24 regarding scheduling and work related manners. Plaintiff and the Class Members must be
25 reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants
26 systematically failed to do so.

27 43. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
28 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,

226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, and 2802 and California Code of Regulations, Title 8, section 11000 *et seq.*

44. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

45. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (often referred to as “the Class” or “Class Members”) defined as follows: “All individuals employed by Defendants at any time during the period of February 4, 2020 and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees by Defendants within the State of California.” This includes all types of unit secretaries and those in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class Members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

1 e. Subclass 5. Wage Statement Subclass. All Class Members who, within the
2 applicable limitations period, were not provided with accurate itemized wage statements.

3 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class Members
4 who were subject to Defendants' policy and/or practice of deducting wages earned from their pay,
5 including by requiring off the clock work.

6 g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
7 Members who were subject to Defendants' policy and practice of not timely paying all wages
8 earned when they were due and payable at least twice monthly.

9 h. Subclass 8. Termination Pay Subclass. All Class Members who, within the
10 applicable limitations period, either voluntarily or involuntarily separated from their employment
11 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
12 termination.

13 i. Subclass 9. Failure To Produce Requested Employment Records Subclass. All
14 Class Members who, within the applicable limitations period, were denied the right to inspect and
15 receive all their payroll records, timecards, and personnel records.

16 j. Subclass 10. Payroll Records Subclass. All Class Members who were subject to
17 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
18 by California wage-and-hour laws.

19 k. Subclass 11. Expense Reimbursement Subclass. All Class Members who incurred
20 necessary and reasonable expenses in connection with performing their job duties for Defendants
21 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

22 l. Subclass 12. UCL Subclass. All Class Members who are owed restitution as a
23 result of Defendants' business acts and practices, to the extent such acts and practices are found to
24 be unlawful, deceptive, and/or unfair.

25 46. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
26 modify the class description with greater particularity or to provide further division into subclasses
27 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
28 against Defendants, the Class Period should be adjusted accordingly.

1 47. Defendants, as a matter of company policy, practice and procedure, and in violation
2 of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements,
3 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
4 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
5 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
6 benefit of this work, required Employees to perform this work and permitted or suffered to permit
7 this work. Defendants have uniformly denied these Class Members wages to which these
8 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
9 order to unfairly cheat the competition and unlawfully profit.

10 48. This action has been brought and may properly be maintained as a class action
11 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
12 of interest in this litigation and the proposed Class is easily ascertainable from the employment
13 records for Plaintiff and the Class Members that Defendants are required to maintain under
14 California law.

15 **A. Numerosity**

16 49. The potential members of the class as defined are so numerous that joinder of all
17 the member of the class is impracticable. While the precise number of Class Member has not been
18 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
19 time period relevant to this lawsuit employed, at least over one hundred Employees who satisfy
20 the Class definition within the State of California. Plaintiff alleges that Defendants’ employment
21 records will provide information as to the number and location of all Class Members.

22 **B. Commonality**

23 50. There are questions of law and fact common to the Class that predominate over any
24 questions affecting only individual Class Members. The common questions are numerous and
25 substantial and flow from Defendants’ uniform policies and/or practices of violating the California
26 Labor Code addressed above. As such, these common questions predominate over individual
27 questions concerning each individual Class Member’s showing as to his or her eligibility for
28 recovery or as to the amount of damages. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- g. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;
- h. Whether Defendants violated Labor Code § 221;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants' conduct was willful;
- k. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- l. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary

business expenses incurred by Employees;

o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

51. The claims of the named plaintiff are typical of those of the other Employees. The Employee Class Members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off the clock work and meal and rest violations she was required to endure are typical of those of the other Class Members.

D. Adequacy of Representation

52. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class Members. Counsel who represents Plaintiff and the Employees in the Class are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

53. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee in the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

54. As to the issues raised in this case, a class action is superior to all other methods for the fair and efficient adjudication of this controversy, as joinder of all Class Members is impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class Members. Further, as the economic or other loss suffered by vast numbers of Class Members may be relatively small, the expense and burden of individual actions makes it difficult for the Class Members to individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action is the only mechanism that will permit the employment of

1 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
2 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
3 to vindicate their rights for violations they endured which they would otherwise be foreclosed
4 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

5 55. Class action treatment will allow those persons similarly situated to litigate their
6 claims in the manner that is most efficient and economical for the parties and the judicial system.
7 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
8 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would
9 set forth the subject and nature of the instant action. The Defendants' own business records can be
10 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
11 that any further notice is required additional media and/or mailings can be used.

12 56. Defendants, as prospective and actual employers of the Employees in the Class,
13 had a special fiduciary duty to disclose to prospective Class Members the true facts surrounding
14 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
15 Employees as well as the effect of any alleged arbitration agreements that may have been forced
16 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
17 and policies, most notably intentionally refusing to pay for all hours actually worked which should
18 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
19 agreements and policies and practices on the Employees and Class as a whole.

20 57. Plaintiff and the Employees in the Class did not discover the fact that they were
21 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
22 ever any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by
23 jury, right to collectively organize and oppose unlawful pay practices under California law as well
24 as obtain injunctive relief preventing such practices from continuing. As a result, the applicable
25 statutes of limitation were tolled until such time as Plaintiff and the Class Members discovered
26 their claims.

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FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

59. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and patients and by the unlawful deduction of or by paying what should have been overtime hours as regular hours. Defendants' uniformly applied policies required systematic off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class Members, including by requiring systematic off the clock work. To the extent any local wage ordinances were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

60. In California, employees must be paid at least the applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

61. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be

1 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The
2 applicable minimum wage rate fixed by the commission for work during the relevant period is
3 found in the Wage Orders.

4 62. The minimum wage provisions of California Labor Code are enforceable by private
5 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
6 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
7 overtime compensation applicable to the employee is entitled to recover in a civil action the
8 unpaid balance of the full amount of this minimum wage or overtime compensation, including
9 interest thereon, reasonable attorney’s fees and costs of suit.”

10 63. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
12 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
13 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
14 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
15 the absence of a contractually agreed upon one.

16 64. In committing these violations of the California Labor Code, Defendants
17 inaccurately recorded, or required Plaintiff and the Class Members to input times that did not
18 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
19 time worked by Plaintiff and other members of the Class, including by requiring off the clock
20 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
21 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
22 Welfare Commission requirements and other applicable laws and regulations. As a result of these
23 violations, Defendants also failed to timely pay all wages earned in accordance with California
24 Labor Code § 1194.

25 65. California Labor Code § 1194.2 also provides for the following remedies: “In any
26 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
27 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
28 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

1 66. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
2 1197.1, Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial
3 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
4 pay each employee minimum wages.

5 67. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are
6 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
7 interest thereon.

8 68. Defendants have the ability to pay minimum wages for all time worked and have
9 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
10 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

11 69. Plaintiff and the Class Members are entitled to recover the unpaid minimum wages
12 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
13 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's
14 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
15 members of the Class further request recovery of all unpaid wages, according to proof, interest,
16 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
17 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
18 wage compensation is determined to be owed to the Class Members who have terminated their
19 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
20 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
21 which penalties are sought herein on behalf of these Class Members. Defendants' failure to timely
22 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
23 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
24 alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Class
25 Members are entitled to seek and recover statutory costs.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 71. California Labor Code § 1194 provides that “any employee receiving less than the
7 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
8 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
9 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
10 may be maintained directly against the employer in an employee’s name without first filing a
11 claim with the Division of Labor Standards and Enforcement.

12 72. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
13 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
14 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
15 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
16 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
17 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
18 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
19 work in a workweek.

20 73. Defendants had a consistent policy of not paying Employees wages for all hours
21 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
22 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
23 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
24 and pay overtime and failed to begin paying overtime when it was incurred due to the off the clock
25 work, as detailed above.

26 74. Defendants thus had a consistent policy of not paying Employees wages for all
27 hours worked, including hours at their required regular, overtime, and double-time rates.
28 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted

1 and/or, modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
2 Members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and
3 the Class Members all earned and owed straight time and overtime wages and other benefits, in
4 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
5 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
6 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
7 employees to work through meal periods or remain under Defendants' control when they were
8 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
9 respond to demands from patients and managers.

10 75. Therefore, Employees were not properly compensated, nor were they paid overtime
11 rates for hours worked in excess of eight hours in a given day and/or forty hours in a given week.
12 Based on information and belief, Defendants did not make available to Employees a reasonable
13 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
14 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
15 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
16 Class Members to work through meal periods when they were required to be clocked out or to
17 otherwise work off the clock to complete their daily job duties.

18 76. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
19 regular wages owed and overtime compensation for all hours worked, as required by California
20 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
21 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
22 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

23 77. Additionally, Labor Code § 558(a) provides "any employer or other person acting
24 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
26 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
27 pay period for which the employee was underpaid in addition to an amount sufficient to recover
28 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid in addition to an
2 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
3 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
4 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
5 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
6 Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor
7 Code § 558.

8 78. Defendants’ failure to pay compensation in a timely fashion also constituted a
9 violation of California Labor Code § 204, which requires that all wages shall be paid
10 semimonthly. From February 4, 2020 to its resolution, in direct violation of that provision of the
11 California Labor Code, Defendants have failed to pay all wages and overtime compensation
12 earned by Employees. Each such failure to make a timely payment of compensation to
13 Employees constitutes a separate violation of California Labor Code § 204.

14 79. Employees have been damaged by these violations of California Labor Code §§
15 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
16 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
17 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
18 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
19 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
20 any order or ruling of the commission.”

21 80. Consequently, pursuant to the California Labor Code, including Labor Code §§
22 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
23 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
24 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
25 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
26 against Defendants, and each of them, and any additional sums as provided by the Labor Code
27 and/or other statutes.

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1 **THIRD CAUSE OF ACTION**

2 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 82. Employees regularly worked shifts greater than five (5) hours and in some
7 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
8 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
9 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
10 for a shift of more than ten (10) hours without providing him or her with a second meal period of
11 not less than thirty (30) minutes.

12 83. Defendants failed to provide Employees with meal periods as required under the
13 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
14 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
15 provided them after Employees worked beyond the fifth hour of their shifts or Employees
16 otherwise had them shortened and interrupted by work demands and requirements to perform off
17 the clock work and remain under Defendants' control. Defendants also unlawfully combined meal
18 periods with rest breaks. Furthermore, upon information and belief, on the occasions when
19 Employees worked more than ten hours in a given shift, they did so without receiving a second
20 uninterrupted thirty-minute meal period as required by law.

21 84. Defendants thus failed to provide Plaintiff and the Class Members with meal
22 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
23 including by not providing them with the opportunity to take meal breaks, by providing them late
24 or for less than thirty minutes, or by requiring them to perform work during breaks.

25 85. Moreover, Defendants failed to compensate Employees for each meal period not
26 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
27 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
28 employee a meal period in accordance with this section, the employer shall pay the employee one

1 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
2 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
3 period premiums, they upon information and belief underpaid them by miscalculating the regular
4 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
5 compensate the Employees in the Class for each meal period not provided or inadequately
6 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
7 Wage Order.

8 86. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
9 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
10 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
11 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
12 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
13 other statutes and applicable IWC Wage Order paragraphs.

14 **FOURTH CAUSE OF ACTION**

15 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

16 **(Against All Defendants)**

17 87. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 88. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
20 provide that employers must authorize and permit all employees to take rest periods at the rate of
21 ten minutes net rest time per four (4) work hours.

22 89. Employees consistently worked consecutive four hour shifts and were generally
23 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
24 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
25 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
26 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
27 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
28 to schedule or otherwise authorize and permit Plaintiff and the Class Members to take lawful rest

1 breaks. Employees were often required to work or to otherwise remain under Defendants' control
2 during rest periods, including by responding to work requirements, and had breaks provided
3 untimely as a result of the above described off the clock work. Plaintiff and the Class Members
4 were also not permitted to leave their work premises during rest breaks.

5 90. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
6 Orders provide that if an employer fails to provide an employee rest period in accordance with this
7 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
8 compensation for each workday that the rest period is not provided. Defendants failed to do so.

9 91. Defendants, and each of them, have therefore intentionally and improperly denied
10 rest periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and
11 paragraph 12 of the applicable IWC Wage Orders.

12 92. Defendants failed to authorize and permit Plaintiff and the Class Members to take
13 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
14 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
15 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
16 12 and 20 of the applicable IWC Wage Orders.

17 93. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
18 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
19 of wages at their effective hourly rates of pay for each day worked without the required rest
20 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
21 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

22 **FIFTH CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE § 226(a)**
24 **(Against All Defendants)**

25 94. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 95. California Labor Code § 226(a) requires an employer to furnish each of his or her
28 employees with an accurate, itemized statement in writing showing the gross and net earnings,

1 total hours worked, and the corresponding number of hours worked at each hourly rate; these
2 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
3 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
4 statements may be given to the employee separately from the payment of wages; in either case the
5 employer must give the employee these statements twice a month or each time wages are paid.

6 96. Defendants failed to provide Plaintiff and the similarly situated Employee Class
7 Members with accurate itemized wage statements in writing, as required by the Labor Code and
8 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
9 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
10 including for all overtime and double time hours worked and for deficient meal periods and rest
11 breaks, all of which Defendants knew or reasonably should have known were owed to the
12 Employees, as alleged above.

13 97. Throughout the liability period, Defendants intentionally failed to furnish to
14 Plaintiff and the Class Members, upon each payment of wages, itemized statements accurately
15 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
16 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
17 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
18 the employee and only the last four digits of his or her social security number or an employee
19 identification number other than a social security number, (8) the name and address of the legal
20 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
21 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
22 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
23 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
24 Members with such timely and accurate wage and hour statements. The wage statements issued to
25 Plaintiff also failed to list the employer's name correctly.

26 98. Plaintiff and the Class Members suffered injury as a result of Defendants'
27 knowing and intentional failure to provide them with the wage and hour statements as required by
28 law and are presumed to have suffered injury and entitled to penalties under Labor Code §

1 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
2 accurate and complete information as required by any one or more of items Labor Code § 226
3 (a)(1) to (9), inclusive, and the Plaintiff and Class Members cannot promptly and easily
4 determine from the wage statement alone one or more of the following: (i) The amount of the
5 gross wages or net wages paid to the employee during the pay period or any of the other
6 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
7 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
8 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
9 address of the employer and, (iv) The name of the employee and only the last four digits of his or
10 her social security number or an employee identification number other than a social security
11 number. For purposes of Labor Code § 226(e) “promptly and easily determine” means a
12 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
13 without reference to other documents or information.

14 99. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
15 are required “to pay each employee, on the established payday for the period involved, not less
16 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
17 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
18 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class Members
19 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
20 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
21 IWC Wage Orders.

22 100. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
23 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
24 Class suffered injuries, including among other things confusion over whether they received all
25 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
26 them to make mathematical computations to analyze whether the wages paid in fact compensated
27 them correctly for all hours worked.

28 101. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable

1 IWC Wage Order, Plaintiff and the Employee Class Members are entitled to recover the greater of
2 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
3 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
4 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
5 an award of costs and reasonable attorneys' fees.

6 **SIXTH CAUSE OF ACTION**
7 **VIOLATION OF LABOR CODE § 221**
8 **(Against All Defendants)**

9 102. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
10 full herein.

11 103. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
12 receive from an employee any part of wages theretofore paid by said employer to said employee."
13 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
14 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
15 to do so.

16 104. Defendants unlawfully received and/or collected wages from the Employees in the
17 Class by requiring off the clock work, by miscalculating overtime, and by automatically deducting
18 time for meal periods when they were not lawfully provided and not paying one hour of pay at the
19 regular rate of compensation for every meal and rest period violation endured by Plaintiff and the
20 other Class Members, as alleged above. In addition to failing to authorize and permit rest breaks,
21 Defendants unlawfully deducted up to 30 additional minutes for meal periods that were rarely
22 provided or otherwise received without violation. Thus, by deducting 30 minutes for a meal period
23 that was generally not lawfully provided if at all, Defendants effectively and unlawfully deducted
24 at least 30 minutes of hours worked from each Employee's daily work shifts. By not compensating
25 Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of
26 Labor Code § 221.

27 105. As a direct and proximate cause of the unauthorized deductions, Employees have
28 been damaged, in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

106. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

107. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period.

108. All wages due and owing to Plaintiff and the Class Members, including as required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required by Labor Code § 1194 and other sections became due and payable to each employee in each pay period that he or she was not provided with a meal period or rest period or paid straight or overtime wages to which he or she was entitled.

109. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in

1 the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer
2 hours than those fixed by the order or under conditions of labor prohibited by the order is
3 unlawful." Plaintiff and the Class Members may therefore pursue damages and penalties for
4 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
5 penalties under paragraph 20 of the applicable IWC Wage Orders.

6 110. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
7 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
8 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
9 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
10 applicable IWC Wage Orders.

11 **EIGHTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 203**
13 **(Against All Defendants)**

14 111. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 112. Plaintiff and numerous Class Members are no longer employed by Defendants;
17 they either quit Defendants' employ or were fired therefrom.

18 113. Defendants failed to pay these Employees all wages due and certain at the time of
19 termination or within seventy-two hours of resignation.

20 114. The wages withheld from these Employees by Defendants remained due and owing
21 for more than thirty days from the date of separation from employment. Additionally, Defendants
22 failed to pay Plaintiff her final check at the time of her termination.

23 115. Defendants thus failed to pay Plaintiff and the Class Members without abatement,
24 all wages as defined by applicable California law. Among other things, these Employees were not
25 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
26 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
27 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
28 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the

1 required time was willful within the meaning of Labor Code § 203.

2 116. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
3 are required “to pay each employee, on the established payday for the period involved, not less
4 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
5 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
6 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class Members
7 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
8 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
9 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
10 Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer
11 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
12 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
13 “violates...any provision of this chapter or any order or ruling of the commission.”

14 117. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
15 Employee Class Members to penalties under Labor Code § 203 and the applicable paragraphs of
16 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
17 shall continue until paid for up to thirty (30) days from the date they were due.

18 **NINTH CAUSE OF ACTION**

19 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

20 **(Against All Defendants)**

21 118. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 119. California Labor Code § 1174 requires that all employers shall keep accurate time
24 and wage records for all employees. California Labor Code § 1174.5 further requires that any
25 employee suffering injury due to a willful violation of the aforementioned obligations may seek
26 damages, including civil penalties, from the employer.

27 120. During the course of Plaintiff’s and Employees’ employment, Defendants
28 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as

1 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
2 premium pay as discussed above and failing to document and pay for actual hours worked.

3 121. Defendants are also required by the California Labor Code § 1198 and the
4 applicable Wage Order to maintain a tracking system that accurately records the times during
5 which Employees work.

6 122. Defendants have maintained a common unlawful policy and practice of failing to
7 accurately record all hours worked and all meal period start and end times and by adjusting or
8 otherwise rounding and shaving them down. Defendants also manipulated timekeeping records to
9 reflect less time worked or to shift time to avoid premiums.

10 123. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
11 knew wages to be due but failed to pay them.

12 124. Accordingly, Defendants are liable for civil penalties pursuant to the California
13 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

14 **TENTH CAUSE OF ACTION**

15 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

16 **(Against All Defendants)**

17 125. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 126. Plaintiff is informed and believes and based thereon alleges that throughout the
20 period applicable, Defendants required Plaintiff and the Class Members to pay for necessary work
21 related expenses they incurred, particularly for Plaintiff and the Class Members to use their
22 cellular phones to conduct work related business as addressed above. Plaintiff and the Class
23 Members must be reimbursed for these necessary business expenses under Labor Code § 2802 and
24 Defendants systematically failed to do so.

25 127. Defendants thus followed a uniform policy and practice of failing to reimburse
26 Employees for these necessary work related expenses or losses incurred in direct discharge of their
27 job duties during employment with Defendants and at the direction of the Defendants pursuant to
28 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

128. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiff and the Class Members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiff and the Class Members with regard to their rights, Plaintiff and the Class Members were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

129. Therefore, Plaintiff and the Class Members are entitled to reimbursement for any and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed by Defendants, as well as accrued interest on those expenses that were not reimbursed from the date Plaintiff and the Class Members incurred those expenses. Further, Plaintiff and the Class Members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

ELEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

130. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

131. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

132. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in that Defendants' policy and practice failed to provide the required amount of

1 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
2 Class Members for all hours worked, due to systematic business practices as alleged herein that
3 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
4 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
5 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
6 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

7 133. Wage-and-hour laws express fundamental public policies. Paying employees their
8 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
9 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
10 vigorously to enforce minimum labor standards, to ensure that employees are not required or
11 permitted to work under substandard and unlawful conditions, and to protect law-abiding
12 employers and their employees from competitors who lower costs to themselves by failing to
13 comply with minimum labor standards.

14 134. Defendants have violated statutes and public policies. Through the conduct alleged
15 in this Complaint Defendants have acted contrary to these public policies, have violated specific
16 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
17 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
18 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
19 privileges guaranteed to all employees under the law.

20 135. Defendants' conduct, as alleged above, constitutes unfair competition in violation
21 of the Business & Professions Code § 17200 *et seq.*

22 136. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
23 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
24 of reasonable care should have known that their conduct was unlawful; therefore their conduct
25 violates the Business & Professions Code § 17200 *et seq.*

26 137. By the conduct alleged herein, Defendants have engaged and continue to engage in
27 a business practice which violates California and federal law, including but not limited to, the
28 applicable Industrial Wage Order(s), the California Code of Regulations, and the California

1 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
2 Court should issue declaratory and other equitable relief pursuant to California Business &
3 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
4 constitute unfair competition, including restitution of wages wrongfully withheld.

5 138. As a proximate result of the above-mentioned acts of Defendants, Employees have
6 been damaged, in a sum to be proven at trial.

7 139. Unless restrained by this Court Defendants will continue to engage in such
8 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
9 should make such orders or judgments, including the appointment of a receiver, as may be
10 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
11 deceptive practice prohibited by the Business & Professions Code, including but not limited to
12 the disgorgement of such profits as may be necessary to restore Employees to the money
13 Defendants have unlawfully failed to pay.

14 **RELIEF REQUESTED**

15 WHEREFORE, Plaintiff prays for the following relief:

- 16 1. For an order certifying this action as a class action;
- 17 2. For compensatory damages in the amount of the unpaid minimum wages for work
18 performed by Employees and unpaid overtime compensation from at least February 4, 2020, as
19 may be proven;
- 20 3. For liquidated damages in the amount equal to the unpaid minimum wage and
21 interest thereon, from at least February 4, 2020, according to proof;
- 22 4. For compensatory damages in the amount of all unpaid wages, including overtime
23 and double-time pay, as may be proven;
- 24 5. For compensatory damages in the amount of the hourly wage made by Employees
25 for each missed or deficient meal period where no premium pay was paid therefor from February
26 4, 2020, as may be proven;
- 27 6. For compensatory damages in the amount of the hourly wage made by Employees
28 for each day requisite rest breaks were not provided or were deficiently provided where no

premium pay was paid therefor from at least February 4, 2020, as may be proven;

7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;

9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 221, as may be proven;

10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

13. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

14. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;

15. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

16. For other wages and penalties under the Labor Code as may be proven;

17. For all general, special, and incidental damages as may be proven;

18. For an award of pre-judgment and post-judgment interest;

19. For an award providing for the payment of the costs of this suit;

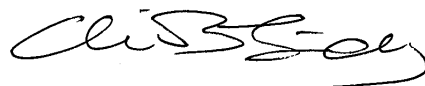
20. For an award of attorneys' fees; and

21. For such other and further relief as this Court may deem proper and just.

DATED: March 26, 2024

D.LAW

By


David Yeremian
Alvin B. Lindsay
Melissa Rodriguez
Attorneys for Plaintiff CYNTHIA
WILLIAMS and all others similarly situated

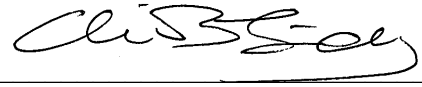
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: March 26, 2024

D.LAW

By



David Yeremian
Alvin B. Lindsay
Melissa Rodriguez
Attorneys for Plaintiff CYNTHIA
WILLIAMS and all others similarly situated

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205

Derek R. Havel
dhavel@sheppardmullin.com
Chenxi Lu
ablu@sheppardmullin.com

[] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (BY ELECTRONIC SERVICE) I caused the document(s) described herein to be served on the person(s) noted above by electronic mail to their E-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. [Pursuant to Civil Code Procedure 1010.6]

Executed on March 26, 2024, at Glendale, California.

California.


Sasha Zambrano

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Spring Street Courthouse Mailing Address: 312 North Spring Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: CYNTHIA WILLIAMS vs ALHAMBRA HOSPITAL MEDICAL CENTER L.P. NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 23STCV29202

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Legal Connect
 Reference Number: 9468933_2024_03_26_13_09_51_151_0
 Submission Number: 24LA00515364
 Court Received Date: 03/26/2024
 Court Received Time: 1:12 pm
 Case Number: 23STCV29202
 Case Title: CYNTHIA WILLIAMS vs ALHAMBRA HOSPITAL MEDICAL CENTER L.P.
 Location: Spring Street Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$35,000
 Notice Generated Date: 03/26/2024
 Notice Generated Time: 2:22 pm

Documents Electronically Filed/Received

Status

Amended Complaint

Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: Legal Connect
 Contact: Legal Connect
 Phone: (800) 909-6859