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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF SACRAMENTO**

16 ERICA MORRIS, YOLANDA ORTEGA-
17 CALBERT, MARIBEL BLANDINO, and
18 DORETHA HUGHES, individually, on
19 behalf of themselves and on behalf of all
20 persons similarly situated,

21 Plaintiffs,

22 vs.

23 THE PERMANENTE MEDICAL GROUP,
24 INC., a California Corporation; and DOES
25 1 through 50, inclusive,

26 Defendants.

CASE NO.: 34-2022-00332012-CU-OE-GDS

[Consolidated with Case No. 34-2022-
00332023-CU-OE-GDS]

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: April 18, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley

Dept: 23

Date Filed: December 28, 2022

Trial Date: Not set

1 James R. Hawkins (SBN 192925)
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1 I, James R. Hawkins, declare as follows:

2 1. I am an individual over the age of eighteen. I am the Founder of James Hawkins,
3 APLC, counsel for Plaintiffs Yolanda Ortega-Calbert and Maribel Blandino (“Plaintiffs”). I have
4 personal knowledge of the facts set forth below, and if called to testify regarding them, I could and
5 would do so competently.

6 2. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval
7 of Class Action Settlement.

8 **FACTUAL BACKGROUND AND PROCEDURAL HISTORY**

9 3. On December 30, 2022, Plaintiff Ortega-Calbert provided notice to the California
10 Labor and Workforce Development Agency (“LWDA”) and Defendant The Permanente Medical
11 Group (“Defendant” or “TPMG”) of her intent to bring an action against Defendant pursuant to
12 Labor Code section 2698 et seq. (“PAGA”). Attached as **Exhibit 1** is true and correct copy of the
13 PAGA notice.

14 4. On January 3, 2023, Plaintiffs Yolanda Ortega-Calbert and Maribel Blandino
15 initiated the Ortega-Calbert Action against Defendant in Solano County Superior Court, case
16 number FCS059433.

17 5. On March 13, 2023, Plaintiffs Ortega-Calbert and Blandino filed a First Amended
18 Complaint. The First Amended Complaint alleged causes of action against Defendant for: (1)
19 failure to pay minimum wages; (2) failure to pay reporting time wages; (3) failure to pay overtime
20 owed; (4) failure to provide lawful meal periods; (5) failure to authorize and permit rest periods;
21 (6) failure to timely pay wages during employment; (7) failure to timely pay wages owed upon
22 separation from employment; (8) failure to reimburse necessary expenses; (9) knowing and
23 intentional failure to comply with itemized wage statement provisions; (10) violation of unfair
24 competition law; and (11) civil penalties pursuant to PAGA.

24 **INVESTIGATION AND MEDIATION**

25 6. On September 27, 2023, Plaintiffs served Requests for Production of Documents,
26 Special Interrogatories, General Interrogatories, Employment Interrogatories, and Requests for
27 Admission on Defendant.

1 7. Plaintiffs' counsel interviewed Plaintiffs and numerous class members, reviewed
2 thousands of pages of time and payroll as well as policy documents, and exhaustively researched
3 and investigated the potential claims in an effort to prosecute this action.

4 8. The parties did not attend mediation in this matter until almost two years into the
5 litigation. Prior to mediation, Plaintiff requested and was provided with a significant sampling of
6 time and wage records for the Class Members during the Class Period, all-time records and wage
7 statements for Plaintiffs, their personnel files, and applicable policy documents. Plaintiffs were
8 also provided with data including the total number of Class Members and Aggrieved Employees,
9 the total number of current Class Members and Aggrieved Employees, the number of workweeks
10 and pay periods in the Class and PAGA Periods, the average rate of pay for Class Members during
11 the Class Period, and the percentage of shifts over 3.5 hours, 5 hours, 6 hours, 10 hours, and 12
12 hours. Plaintiffs were also provided with Defendant's employee handbooks used during the Class
13 Period, policies and training materials related to meal periods, rest periods, timekeeping, timing of
14 earning and payment of overtime wages, and the calculation of the regular rate for payment of
15 overtime wages, record keeping, payment of wages during employment and at the time of
16 separation, deductions from wages, reimbursements (including any applicable forms or
17 procedures), scheduling and staffing, payment of sick leave and accrual, and reporting time wages.

18 9. Plaintiffs hired wage and hour damages experts, Berger Consulting, to analyze the
19 voluminous payroll and related wage data and create a damages model for the various claims
20 alleged in the case. Based upon the analysis of the time records and payroll data, Berger
21 Consulting and Plaintiffs' Counsel were able to calculate damage estimates on a class-wide basis.

22 10. Prior to mediation, Plaintiffs' counsel also conducted significant investigation of
23 the facts and law, including, numerous conferences between counsel for the Parties including
24 regarding the impact of Defendant's prior class action and PAGA settlement in *Garcia v. The*
25 *Permanente Medical Group, Inc., San Juaquin Superior Court Case No. STK-CV-UOE-2019-*
26 *10008*, substantial document production, and review of data necessary to calculate damages.
27 Plaintiffs researched the law as applied to the facts regarding Plaintiffs' claims and potential
28 defenses thereto, and the damages and penalties claimed. From the documentation provided, the

1 Parties conducted their own evaluations of the potential recoveries based on the alleged claims.
2 The information exchanged between the Parties, and their respective investigations and
3 evaluations allowed them to assess the merits of the claims and defenses, and to reach reasonable
4 compromise on the issues

5 11. On September 13, 2024, the Parties participated in a full-day mediation before
6 experienced wage and mediator David Rotman. With the assistance of Mr. Rotman, the Parties
7 were able to come to a settlement of the claims in the consolidated action. The terms of the
8 settlement were memorialized in a Memorandum of Understanding, subject to completion of the
9 Parties' long-form Settlement Agreement and approval by the Court.

10 12. At all times, the negotiations leading to the settlement have been adversarial, non-
11 collusive, conducted at arm's length, and supported by a knowledgeable, neutral mediator.

12 13. Plaintiffs and their counsel recognized the expense and length of proceedings
13 necessary to continue the litigation against Defendant through trial and through any appeals.
14 Plaintiffs and Plaintiffs' Counsel also have considered the uncertainty and risk of further litigation,
15 the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and
16 Plaintiffs' Counsel have conducted extensive settlement negotiations, including the above-
17 mentioned mediation and through the long-form Settlement Agreement. Based on the foregoing,
18 Plaintiffs and their counsel believe the Settlement set forth in this Settlement is a fair, adequate,
19 and reasonable settlement, and it is in the best interests of the Class Members.

20 14. Although a settlement has been reached, Defendant denies all liability or
21 wrongdoing of any sort with regard to the claims and Defendant maintains that for any purpose
22 other than settlement, this Action is not appropriate for class action treatment. Defendant denies all
23 allegations asserted in the operative complaint, and all claims made by Plaintiffs. Defendant
24 asserts that it has no liability for any of Plaintiffs' or any Class Member's claims under any
25 statute, wage order, regulation, common law, or equitable theory.

26 15. While Plaintiffs believe in the strength of their allegations and that their claims are
27 appropriate for class certification, Plaintiffs and Plaintiffs' Counsel have balanced our evaluation
28 of the validity and merit of the asserted claims against potential problems of proof, the legal

standards governing litigation of the class claims against potential problems of proof, the uncertainty of obtaining and maintaining class certification through trial and any appeals, the expense and burden associated with prolonged litigation, and the various defenses asserted by Defendant.

16. Based on my evaluation, I believe that the terms set forth in the Settlement are fair, adequate, and reasonable and in the best interest of the Class. Plaintiffs' Counsel believes Defendant produced sufficient documents and information that allowed the parties to engage in well-informed mediation based upon good faith negotiations. Information was also exchanged during the course of the mediation, which informed subsequent negotiations between the parties and the eventual agreement upon the terms of Settlement.

17. We have used this extensive informal discovery and investigation to create a comprehensive damages and potential liability model for each of the asserted claims, described below, with the assistance of an expert. This damages analysis created from the records produced was used to determine Defendant's potential liability for Plaintiffs' claims.

18. The negotiated Settlement thus resulted from the damages and potential liability model developed from Defendant's pay and time records and the remaining production documents and produced information. To this end, the parties and their counsel exchanged substantial information through formal discovery, informal information exchange, and mediation. Counsel for the parties believe that they have conducted sufficient discovery, investigation and research to evaluate the strengths and weaknesses of their respective claims and defenses. After this assessment, Plaintiffs and Plaintiffs' Counsel believe this Settlement is fair and reasonable.

PLAINTIFFS' COUNSEL'S EXPERIENCE

19. Our firm has a great deal of experience in wage and hour class action litigation. We have been certified and approved as Plaintiffs' Counsel in many other wage/hour class actions, and We are currently litigating numerous others before this Court and others. Although not an all-inclusive list, over the years we have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this Action:

a. *Mojica v. Compass Group, Inc., et. al.* USDC Central District, Case No. 8:13-cv-

1 01754. Wage and Hour Class Action case seeking past wages for meal and rest
2 break violations for production workers in the State of California. Plaintiff's
3 Counsel preliminarily appointed as Plaintiffs' Counsel. Case settled. Final approval
4 granted, and funds fully disbursed.

5 b. ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-
6 04554. Wage and Hour Class Action case seeking past wages for "off the clock,"
7 overtime and meal and rest break violations for production workers in the State of
8 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
9 Approval granted, no objections and funds fully distributed.

10 c. ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
11 Wage and Hour Class Action case seeking past wages for meal and rest period
12 violations for retail employees in the State of California. Plaintiff's counsel
13 appointed co-lead counsel. Case settled, Final Approval granted, no objections and
14 funds fully distributed.

15 d. ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
16 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal
17 and rest period violations for retail employees in the State of California. Plaintiff's
18 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
19 objections and funds fully distributed.

20 e. ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County
21 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
22 wages for overtime, meal and rest break violations for driver employees in the State
23 of California. Stipulation for "binding arbitration." Arbitration Award for Plaintiff
24 Class. Arbitration Award confirmed. Plaintiff's counsel lead trial counsel and
25 Plaintiffs' Counsel.

26 f. ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County
27 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past
28 wages for overtime, meal and rest breaks violations for production employees in

1 the State of California. Plaintiff's counsel appointed as lead counsel. Case settled,
2 Final Approval granted, no objections and funds fully distributed.

3 g. ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County
4 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
5 wages for overtime, meal and rest break violations for production employees in the
6 State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
7 Final Approval granted, no objections and funds fully distributed.

8 h. ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
9 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
10 rest break violations for restaurant employees in the State of California. Plaintiff's
11 counsel appointed as lead counsel. Case settled. Final Approval granted and funds
12 fully distributed.

13 i. ***Padron v. Universal Protection Service, et al.***, Orange County Superior Court, Case
14 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime,
15 meal and rest break violations for security officers in the State of California.
16 Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval
17 granted, no objections and funds fully distributed.

18 j. ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court,
19 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
20 seeking past wages for meal and rest break violations for security officers
21 employed by Defendants in the State of California. Plaintiff's counsel and co-
22 counsel. Case settled, Final Approval granted and funds fully distributed.

23 k. ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court,
24 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for
25 overtime, meal and rest break violations for housekeepers employed by Defendants
26 in the State of California. Plaintiff's counsel appointed as lead counsel. Case
27 settled, Final Approval granted, no objections and funds fully distributed.

28 l. ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT,

1 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal
2 and rest period violations for non-exempt employees employed by Defendants in
3 the state of California. Case settled. Awaiting Preliminary Approval hearing.
4 Plaintiff has petitioned the Court for Lead Counsel.

5 m. ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL
6 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
7 wages for field and branch employees of Defendants in the State of California.
8 Plaintiff's counsel appointed as lead counsel. Case settled and awaiting Final
9 Approval.

10 a. ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No.
11 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
12 employees of Defendants in the State of California. Plaintiff's counsel appointed as
13 lead counsel. Case settled, Final Approval granted, no objections and funds fully
14 distributed.

15 b. ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No.
16 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
17 break violations for security guards employed by Defendants in the State of
18 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final
19 Approval granted, no objections and funds fully distributed.

20 c. ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior
21 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and
22 rest break violations for production employees employed by Defendants in the
23 State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
24 Approval granted, no objections and funds fully distributed.

25 d. ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case
26 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and
27 rest break violations for restaurant employees employed by Defendants in the State
28 of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final

Approval granted, no objections and funds fully distributed.

- e. ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendants, DBA Carl's Jrs. in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- f. ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by Defendants in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- g. ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendants in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- h. ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by Defendants in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- i. ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by Defendants in the State of California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.
- j. ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545. Wage and Hour

1 Class Action seeking past wages for overtime, meal and rest period violations for
2 security guards employed by Defendants in the State of California. Certification
3 granted. Plaintiff's counsel appointed as co-lead counsel. Writ taken. Court stays
4 action pending Appellate Court ruling. Court lifts stay.

5 **k. *Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court,
6 Case No. 30-2013-00694012-CU-OE-CXC. Wage and Hour Class Action seeking
7 past wages for overtime, meal and rest period violations, and penalties on behalf of
8 non-exempt production, maintenance, shipping, and receiving employees employed
9 by Defendants in California. Plaintiff counsel appointed as lead counsel. Case
10 settled. Final Approval granted, no objections and funds fully distributed.

11 **l. *Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
12 Wage and Hour Class Action seeking past wages for overtime, meal and rest period
13 violations, and penalties on behalf of non-exempt manufacturing employees
14 employed by Defendants in California. Plaintiff counsel appointed as lead counsel.
15 Case settled. Final Approval granted, no objections and funds fully distributed.

16 **m. *Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-
17 00637062-CU-OE-CXC, Wage and Hour Class Action seeking past wages for meal
18 period violations, and non-compliant wage statements on behalf of non-exempt
19 production employees employed by Defendants in California. Plaintiff counsel
20 appointed as lead counsel. Case settled. Final Approval granted, no objections and
21 funds fully distributed.

22 **n. *Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
23 00653425-CU-OE-CXC. Wage and Hour Class Action seeking past wages for
24 overtime, meal and rest period violations, inaccurate wage statements, and penalties
25 on behalf of non-exempt employees employed by Defendants in California.
26 Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted,
27 no objections and distribution of funds pending.

28 **o. *Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-

1 CAS(MANx). Wage and Hour Class Action seeking past wages for meal and rest
2 period violations, failure to indemnify necessary expenses, inaccurate wage
3 statements, and penalties on behalf of non-exempt employees working in positions
4 related to servicing, refabricating and repairing storage tanks employed by
5 Defendants in California. Plaintiff counsel appointed as lead counsel. Case settled.
6 Final Approval granted, no objections and funds fully distributed.

7 *p. Williams v. Il Fornaio America Corp.*, Sacramento County, Case No. 34-2011-
8 0009616. Wage and Hour Class Action seeking past wages for overtime, meal and
9 rest period violations, reimbursements, and penalties on behalf of non-exempt
10 restaurant employees employed by Defendants in California. Plaintiff counsel
11 appointed as lead counsel. Case settled. Final Approval granted, and funds fully
12 distributed.

13 *q. Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-
14 CXC. Wage and Hour Class Action seeking past wages for overtime, meal and rest
15 period violations, and penalties on behalf of non-exempt retail clerks employed by
16 Defendants in California. Plaintiff counsel appointed as lead counsel. Case settled.
17 Final Approval granted, no objections and funds fully distributed.

18 *r. Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No.
19 30-2012-00611260. Wage and Hour Class Action seeking past wages for overtime,
20 meal and rest period violations, reimbursements, and penalties on behalf of non-
21 exempt employees employed by Defendants in California. Plaintiff counsel
22 appointed as lead counsel. Case settled. Final Approval granted, no objections and
23 funds fully distributed.

24 *s. Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278.
25 Wage and Hour Class Action seeking past wages for overtime, meal and rest period
26 violations, reimbursements, and penalties on behalf of non-exempt production
27 workers employed by Defendants in California. Plaintiff counsel appointed as lead
28 counsel. Case settled. Final Approval granted, no objections and funds fully

1 distributed.

2 20. Plaintiffs ask the Court to preliminarily approve an award of attorneys' fees not to
3 exceed one-third of the Settlement (estimated \$3,783,333.33). Given the extensive efforts of
4 counsel, this request is respectfully believed to be a reasonable award. Plaintiffs' counsel has
5 borne the entire risk and cost of this litigation on a pure contingency basis. The legal issues raised
6 in this case were complex and drew significantly upon the experience of Plaintiffs' counsel. The
7 proposed attorneys' fees accurately reflect the legal marketplace and are within the range of
8 customarily approved fees by California courts.

9 21. Despite the complexity of the case, Plaintiffs' Counsel has, through our investment
10 of substantial effort and resources, secured an outstanding settlement on behalf of the Class
11 Members. The issues and arguments Plaintiffs' Counsel has encountered and overcome in arriving
12 at the parties' negotiated settlement terms were also many and complex and required skillful
13 advocacy that can arise only out of experience, professional perspective, and success. Given the
14 size and scope of the class, spanning numerous locations across California, Plaintiffs would have
15 faced substantial legal and factual obstacles in demonstrating that Class certification was
16 appropriate and that they would prevail on the merits in light of Defendant's asserted defenses.
17 Still, Plaintiffs' Counsel has negotiated a substantial settlement on behalf of the Class for such
18 claims. Plaintiffs would have also been required to establish a significant amount of witness
19 testimony, pattern and practice evidence, statistical evidence, sampling evidence, expert
20 testimony, and other evidence in order to evaluate and present arguments at both class certification
21 and trial. Defendant has vigorously challenged the claims pled in the respective actions, contested
22 liability, the amount of claimed damages, the propriety of Class Certification, and would have
23 continued to do so through trial. Accordingly, Plaintiffs' Counsel believes the Settlement to be
24 fair, reasonable, and adequate and that it is in the best interest of the Class Members. The fairness
25 and adequacy of the Settlement is confirmed by all known facts and circumstances, including the
26 risk of significant delay and uncertainty associated with litigation, the various defenses asserted by
27 Defendant, and numerous potential appellate issues. Defendant and Defendant's Counsel also
28 agree that the settlement is fair, reasonable and adequate.

1 22. Plaintiffs and Plaintiffs' Counsel respectfully submit the fees and costs provision of
2 the Settlement is fair and reasonable both when cross-checked under the lodestar and common
3 fund method. The total billable hours that counsel have invested and will invest in prosecuting this
4 action, should this Court approve the settlement, is substantial. I respectfully submit that our fees
5 and costs request is fair and reasonable because we have personally expended substantial time and
6 effort in achieving the proposed Settlement, including the following tasks: investigating the factual
7 and legal basis of the action; analyzing documents provided by Plaintiffs, including time and
8 payroll documents and policy documents; investigating Defendant's organization and structure
9 from publicly available information; preparing the complaint and amended complaint; drafting
10 discovery; preparing and reviewing informal document and data discovery requests; engaging in
11 meet and confer efforts regarding informal discovery; reviewing and analyzing hundreds of pages
12 of documents, including a significant volume of time and payroll data; conversations with defense
13 counsel regarding the claims alleged in this action, and the information needed for analysis,
14 preparing complex damages analysis and extrapolation of damages to the entire Class; preparing
15 for and attending a full-day mediation; negotiating and finalizing the Memorandum of
16 Understanding and Settlement with Defendant's Counsel in the months following mediation;
17 soliciting proposals from settlement administrators; and drafting the preliminary approval motion
18 and supporting papers. As such, I respectfully submit that a lodestar cross-check will support the
19 reasonableness of the requested fees, and a reasonable multiplier, if any, need be applied to reach
20 the requested fee allocation.

21 23. I submit that the requested attorneys' fees are fair and reasonable, as are the hourly
22 rates at which our attorneys bill. The fee request (at final approval) will be supported by a detailed
23 explanation of the qualifications of each timekeeper, and their corresponding hourly rate, along
24 with an explanation of the amount of time performed on the various tasks performed on behalf of
25 Plaintiffs and the Class Members.

26 24. The Settlement that Plaintiffs' Counsel has negotiated on behalf of the Class
27 confronts exceedingly difficult and individualized issues which make certification and proof of
28 merits challenging and work intensive. I and our firm's attorneys and paralegals have secured this

1 Settlement through persistent advocacy of the class claims, which has applied legal nuances and
2 negotiation techniques to achieve a very favorable result for the Class Members. Other attorneys
3 without our experience and comprehensive knowledge and perspective in connection with
4 complex employment litigation would not have been able to achieve such superior settlement
5 terms on behalf of the Class and would not have been able to do so in the time in which we
6 accomplished settlement. I believe the Plaintiffs' Counsel Fees Payment under the Settlement is a
7 reasonable allocation given the excellent result we have secured for the Class Members. I,
8 therefore, respectfully request the Court approve the allocated attorneys' fees under the parties'
9 Settlement. Defendant and its counsel do not oppose the requested fee allocation.

10 25. In serving as Plaintiffs' counsel and Plaintiffs' Counsel in this matter, Plaintiffs'
11 Counsel will also seek reimbursement for the out-of-pocket costs up to \$65,000. Any sums not
12 awarded will be available for distribution to the Class as part of the Net Settlement Amount.
13 Plaintiffs' Counsel will provide the Court with a detailed summary of the total costs at the time of
14 the Final Approval Motion. These fees and costs are reasonable and necessarily incurred in
15 litigating this matter and in pursuit of the settlement.

16 26. The Settlement also provides for Class Representatives' Service Awards of \$20,000
17 to be paid to each of the Plaintiffs, for a total of \$80,000. Plaintiffs Ortega-Calbert and Blandino
18 provided extensive supporting documents and knowledge in assisting counsel in developing
19 information necessary to litigate and settle this case. Plaintiffs also conducted extensive record
20 review and consultation with counsel to assist in evaluating and proving the claims and provided
21 information and documents that were vital to Plaintiffs' Counsel's prosecution of this matter, and
22 dedicated invaluable effort required to advance this matter to resolution. They also assisted
23 counsel in preparing for mediation and made themselves available during mediation to answer any
24 questions that arose, and have been actively involved in this matter since its inception. The
25 primary consideration for this payment is to compensate the Plaintiffs for their services and efforts
26 to prosecute this class action, and the risk and potential consequences they assumed by virtue of
27 serving as Class Representatives and Plaintiffs. The proposed Class Representatives' Service
28 Awards are a small portion (less than 1%) of the Gross Settlement Amount, and little in

1 payment is fair and justified as part of the Settlement. Per Defendant's request, Plaintiffs have also
2 individually executed a general release of all known and unknown claims, as opposed to the
3 limited release by participating Class Members. Plaintiffs are not receiving preferential treatment,
4 and all participating Class Members will receive compensation consistent with their proportional
5 share through the efforts of Plaintiffs in the context of this suit. Plaintiffs will provide declarations
6 regarding their efforts at the time of final approval.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct. Executed on March 20, 2025 in Irvine, California.

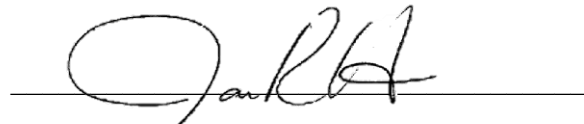
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11 James R. Hawkins
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Exhibit 1

JAMES *JH* HAWKINS
A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

December 30, 2022

Via Online Filing (LWDA)

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail (Employers)

The Permanente Medical Group, Inc.
1950 Franklin Street, 20th Floor
Oakland, CA 94612
Receipt No.: 7021 1970 0000 9061 3660

Agent for Service of Process for
The Permanente Medical Group, Inc.:
Karen A Hall.
1950 Franklin Street, 20th Floor
Oakland, CA 94612
Receipt No.: 7021 1970 0000 9061 3677

Kaiser Permanente International
1 Kaiser Plaza
Oakland, CA 94612
Receipt No.: 7021 1970 0000 9061 3653

Agent for Service of Process for
Kaiser Permanente International:
CSC Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste 150 N
Sacramento, CA 95833
Receipt No.: 7021 1970 0000 9061 3684

RE: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff Yolanda Ortega-Calbert, individually and on behalf of all others similarly situated, gives NOTICE of her intent to commence a civil action pursuant to California Labor Code Section 2698, *et seq.* against her former employers, Defendants The Permanente Medical Group, Inc., a California Corporation; Kaiser Permanente International, a California nonprofit corporation (collectively “Permanente Medical Group” or “Defendants”). Plaintiff hereby gives written notice electronically to the Labor and Workforce Development Agency, and by certified mail to Defendants via their agent(s) for service of process.

Plaintiff was employed by Defendants as an hourly, non-exempt employee. Plaintiff began her employment with Defendants in or about February 2006 and continued such employment through January 2022. During the relevant time, she performed functions as an Addiction Medicine Counselor.

The group of aggrieved employees that Plaintiff seeks to represent is a group of non-exempt employees working directly or indirectly for Defendants in the State of California during the relevant time period (“Aggrieved Employees”). This notice is timely as it is provided within one year of the violations. Each of the violations set forth below and in the attached complaint is asserted on behalf of Plaintiff and the Aggrieved Employees.

Plaintiff has attached her Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants in the Complaint.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Plaintiff has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees working for Defendants at their locations in the State regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

Plaintiff claims that Defendants implemented legally non-compliant policies and practices which led to Defendants’ 1) Failure to Pay Minimum Wages; 2) Failure to Pay Reporting Time Wages; 3) Failure to Pay Overtime Owed; 4) Failure to Provide Lawful Meal Periods; 5) Failure to Authorize and Permit Rest Periods; 6) Failure to Timely Pay Wages During Employment; 7) Failure to Timely Pay Wages Owed Upon Separation From Employment; 8) Failure to Reimburse Necessary Expenses; 9) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions; 10) Violation of the Unfair Competition Law;.

In addition to the claims alleged in the attached Complaint, Plaintiff also contends that Defendants failed to keep accurate records as required by Wage Order 7-2001, Labor Code 1174, and 1198. IWC Wage Order 4-2001 and 5-2001 requires in pertinent part: every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay...” Labor Code section 1174 also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants have knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in the complaint, including without limitation failing to keep records of meal periods and all wages earned at the proper rates. Defendants’ failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

All Labor Code provisions in the Complaint alleged to have been violated pertain to all

NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*

December 30, 2022

entities and individuals named in the Complaint, even if not expressly specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Christina M. Lucio

Christina M. Lucio, Esq.

Enclosed: Complaint

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
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Irvine, California 92618
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Attorneys for Plaintiffs YOLANDA ORTEGA-CALBERT,
and MARIBEL BLANDINO
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO

YOLANDA ORTEGA-CALBERT,
and MARIBEL BLANDINO,
on behalf of themselves individually and
all others similarly situated,

Plaintiff,

v.

THE PERMANENTE MEDICAL
GROUP, INC., a California Corporation;
KAISER PERMANENTE
INTERNATIONAL, a California
nonprofit corporation; and DOES 1-50,
inclusive,

Defendants.

Case No.

Assigned for All Purposes To:
Hon.
Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) **Failure to Pay Minimum Wages;**
- 2) **Failure to Pay Reporting Time Wages;**
- 3) **Failure to Pay Overtime Owed;**
- 4) **Failure to Provide Lawful Meal Periods;**
- 5) **Failure to Authorize and Permit Rest Periods;**
- 6) **Failure to Timely Pay Wages During Employment;**
- 7) **Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 8) **Failure to Reimburse Necessary Expenses;**
- 9) **Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions;**
- 10) **Violation of the Unfair Competition Law;**

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs YOLANDA ORTEGA-CALBERT and MARIBEL BLANDINO (“Plaintiffs”), on behalf of themselves individually and on behalf of others similarly situated, and asserts claims against defendants THE PERMANENTE MEDICAL GROUP, INC., a California Corporation; KAISER PERMANENTE INTERNATIONAL, a California nonprofit corporation; and DOES 1-50, inclusive (collectively “Defendants” or “Permanente Medical Group”) as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiffs and any and all persons who are or were employed by Defendants as non-exempt employees, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter. (“Class Members” or “Non-Exempt Employees”).)

2. Defendants implemented uniform policies and practices that deprived Plaintiffs and Class Members of earned wages, including minimum wages; straight time wages; overtime wages; premium wages; lawful meal and/or rest breaks; reimbursement for necessary expenses; vacation wages and timely payment of wages.

3. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiffs, on behalf of themselves and all Class members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period compensation, unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys’ fees and costs.

4. Plaintiffs, on behalf of themselves and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to pay to Plaintiffs and Class Members all of their wages, including overtime and premium wages.

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1 statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil
2 Procedure, the California Civil Code, and the California Business and Professions Code.

3 11. Venue is proper in this Court because one or more of the Defendants reside, transact
4 business, or have offices in this County, Plaintiff Ortega-Calbert is a resident of this County, and
5 the acts or omissions alleged herein took place in this County.

6 **PARTIES**

7 12. Defendant The Permanente Medical Group, Inc. is a California Corporation doing
8 business in the State of California. It is based at 1950 Franklin Street, 20th Floor, Oakland, CA
9 94612.

10 13. Upon information and belief, The Permanente Medical Group, Inc. employs Non-
11 Exempt Employees, like Plaintiffs, throughout the State of California.

12 14. Defendant Kaiser Permanente International is a California nonprofit corporation,
13 doing business in the state of California. It is based at 1 Kaiser Plaza, Oakland, CA 94612.

14 15. Upon information and belief, Kaiser Permanente International employs Non-
15 Exempt Employees, like Plaintiff, throughout the State of California.

16 16. Plaintiff Yolanda Ortega-Calbert is and during the liability period has been, a
17 resident of California. She was employed in an hourly, non-exempt position by Defendants during
18 the relevant time period.

19 17. Plaintiff Maribel Blandino is and during the liability period has been, a resident of
20 California. She was employed in an hourly, non-exempt position by Defendants during the relevant
21 time period.

22 18. Plaintiffs and the members of the putative class were employed as hourly paid
23 employees employed by Defendants, either directly or indirectly, in the State of California at any
24 time from four years prior to the filing of this Complaint.

25 19. Whenever in this complaint reference is made to any act, deed, or conduct of
26 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
27 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
28 actively engaged in the management, direction, control, or transaction of the ordinary business and

1 affairs of Defendants.

2 20. The true names and capacities of Defendants, whether individual, corporate,
3 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
4 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
5 474. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
6 capacities of the Defendants designated hereinafter as DOES when such identities become known.

7 21. Plaintiffs are informed and believe, and thereon allege, that the Doe Defendants are
8 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
9 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
10 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
11 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
12 liability of the Defendants as alleged herein.

13 22. Plaintiffs are further informed and believe, and thereon allege, that at all times
14 material herein, each Defendant was completely dominated and controlled by its co-Defendants
15 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
16 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
17 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
18 Whenever and wherever reference is made to individuals who are not named as Defendants in this
19 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
20 acted on behalf of Defendants named in this complaint within the scope of their respective
21 employments.

22 **FACTUAL ALLEGATIONS**

23 23. During the relevant time frame, Defendants compensated Plaintiffs and the Non-
24 Exempt Employees based upon an hourly wage.

25 24. Plaintiffs and the Class Members were, and at all times pertinent hereto, have been
26 non-exempt employees within the meaning of the California Labor Code, and the implementing
27 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
28 the IWC Wage Orders and the Labor Code.

1 25. During the relevant time, Plaintiffs were employed by Defendants in hourly, non-
2 exempt positions.

3 26. Plaintiff Ortega-Calbert worked as a non-exempt employee, specifically an
4 Addiction Medicine Counselor, 4 days per week, approximately 30 hours per week.

5 27. Plaintiff Blandino worked as a non-exempt employee in various shifts as an
6 Imaging Tech Aide, 5 days per week, 40+ hours per week.

7 28. Plaintiffs are informed and believe, and thereon allege, that Defendants are and were
8 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
9 requirements of California's wage and employment laws.

10 29. All Class Members are similarly situated in that they are all subject to Defendants'
11 uniform policies and systemic practices as specified herein.

12 30. Plaintiffs and the Class Members were required to clock in at the beginning of their
13 shifts, clock out for lunch, in at the end of their lunch periods and out at the end of their shifts.
14 Plaintiff and the Class Members were not paid for all hours worked because employees were
15 required to work off the clock and because Defendants unlawfully rounded the hours worked by
16 Plaintiff and the Class Members such that they were not paid for all hours worked.

17 31. Plaintiff and, on information and belief, the Class Members were required to report
18 early for their shifts, wait in line, go through COVID-19 screenings and to perform certain
19 preparatory work for the day. Plaintiff and Class Members were also required to perform post shift
20 activities off the clock. For instance, Plaintiffs were required to respond to work related
21 communications while off the clock. In addition, Plaintiff Blandino and other Class Members were
22 required to attend to patients while off the clock. However, they were not paid for this time and
23 were only paid for the scheduled shift times.

24 32. Moreover, Plaintiffs and, on information and belief, the Class Members were not
25 paid reporting time pay when they were scheduled to report to work but were not put to work or
26 were furnished with less than half of their usual or scheduled day's work.

27 33. In addition, Plaintiffs and the Class Members worked in excess of eight (8) hours in
28 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate

1 of time and one-half the employee's regular rate of pay per hour.

2 34. Upon information and belief, Defendants failed to incorporate all forms of non-
3 discretionary compensation into the regular rate, including bonuses, differentials, and incentives.

4 35. Plaintiffs and the Class Members were also regularly required to work shifts in
5 excess of five hours without being provided a lawful meal period and. On occasion, Plaintiffs and,
6 on information and belief, the Class Members worked over ten hours in a day without being
7 provided a second lawful meal period as required by law.

8 36. Indeed, during the relevant time, as a consequence of Defendants' scheduling
9 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
10 provide Plaintiffs and the Class Members timely, legally complaint uninterrupted 30-minute meal
11 periods as required by law on shifts over five hours. Not only were Plaintiffs' and the Class
12 Members' first meal breaks frequently not provided, untimely or short, but also Plaintiffs and the
13 Class Members were not provided a second meal period when working shifts in excess of 10 hours
14 and in excess of 12 hours.

15 37. Despite the above-mentioned meal period violations, Defendants failed to
16 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
17 additional hour of pay at their regular rate as required by California law when meal periods were
18 not timely or lawfully provided in a compliant manner.

19 38. Plaintiffs are informed and believe, and thereon allege, that Defendants know,
20 should know, knew, and/or should have known that Plaintiffs and the other Class Members were
21 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
22 accurately calculated compensation.

23 39. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt
24 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
25 period for every four hours worked or major fraction thereof, which is a violation of the Labor Code
26 and IWC Wage Order.

27 40. Defendants maintained and enforced scheduling practices, policies, and imposed
28 work demands that frequently required Plaintiffs and Class Members to forego their lawful, paid

1 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
2 requisite rest periods were not timely authorized and permitted.

3 41. Despite the above-mentioned rest period violations, Defendants did not compensate
4 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
5 their regular rate as required by California law, including Labor Code section 226.7 and the
6 applicable IWC Wage Order, for each day on which lawful rest periods were not authorized and
7 permitted.

8 42. Moreover, Plaintiffs and the Class Members were required to incur necessary
9 expenses in the discharge of their duties, including without limitation for cell phone expenses, home
10 computers, internet, mileage, and protective gear, but were not reimbursed for such necessary
11 expenses.

12 43. Defendants also failed to provide accurate, lawful itemized wage statements to
13 Plaintiffs and the Class Members in part because of the above specified violations.

14 44. Defendants have also made it difficult to determine applicable rates of pay and
15 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
16 exempt Employees, including Plaintiff, during the liability period because they did not implement
17 and preserve a lawful record-keeping method to record all hours worked, and non-provided rest
18 and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
19 211(c), California Labor Code section 226, and applicable California Wage Orders.

20 45. Plaintiffs are informed and believe, and thereon allege, that at all times herein
21 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
22 thereof for resignations without prior notice as the case may be) they had a duty to accurately
23 compensate Plaintiffs and Class Members for all wages owed including straight time, overtime,
24 meal and rest period premiums, and that Defendants had the financial ability to pay such
25 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
26 because of the above-specified violations.

27 46. Plaintiffs and the Class Members are covered by applicable California IWC Wage
28 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,

1 section 11000 *et seq.*

2 **CLASS ACTION ALLEGATIONS**

3 47. Plaintiffs bring this action on their own behalf, as well as on behalf of each and
4 every other person similarly situated, and thus, seeks class certification under California Code of
5 Civil Procedure §382.

6 48. All claims alleged herein arise under California law for which Plaintiffs seek relief
7 as authorized by California law.

8 49. The proposed class is comprised of and defined as: **all persons who are or were**
9 **employed by the Defendants as hourly paid, non-exempt employees in the State of California**
10 **at any time from four years prior to the filing of this action through resolution or trial of the**
11 **matter.** (hereinafter collectively referred to as the “Class” or “Class Members”).

12 50. Plaintiffs also seeks to represent Subclasses included in the Plaintiffs’ Class, which
13 are composed of Class Members satisfying the following definitions:

14 a. All Class Members who performed direct patient care functions (collectively
15 **“Patient Care Subclass”**);

16 b. All Class Members who were not paid at least minimum wage for all hours
17 worked (collectively **“Minimum Wage Subclass”**);

18 c. All Class Members who were subject to Defendants rounding policies
19 (collectively **“Rounding Subclass”**);

20 d. All Class Members who were not paid reporting time wages (collectively
21 **“Reporting Time Subclass”**)

22 e. All Class Members who were not accurately paid overtime for hours worked
23 over eight in a day or over forty in a workweek (**collectively “Overtime Subclass”**);

24 f. All Class Members who worked more than five (5) hours in a workday and
25 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
26 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
27 thereof (hereinafter collectively referred to as the **“First Meal Period Subclass”**);

28 g. All Class Members who worked more than ten hours in a workday and were

1 not provided with a timely, uninterrupted lawful second meal period of thirty (30) minutes, and
2 were not paid compensation of one hour premium wages at the employee's regular rate in lieu
3 thereof (hereinafter collectively referred to as the "**Second Meal Period Subclass**");

4 h. All Class Members who worked more than three and a half hours in a
5 workday and were not authorized and permitted to take a net 10-minute rest period for every four
6 (4) hours or major fraction thereof worked per day and were not paid compensation of one hour
7 premium wages at the employee's regular rate in lieu thereof (hereinafter collectively referred to
8 as the "**Rest Period Subclass**");

9 i. All Class Members who were not reimbursed for all necessary expenditures
10 (collectively "**Indemnification Subclass**");

11 j. All Class Members who did not receive all owed wages at time of separation
12 or within 72 hours in the case of resignation (hereinafter collectively referred to as the "**Waiting
13 Time Subclass**");

14 k. All Class Members who were not provided with accurate and complete
15 itemized wage statements (hereinafter collectively referred to as the "**Inaccurate Wage Statement
16 Subclass**");

17 l. All Class Members who were employed by Defendants and subject to
18 Defendant's Unfair Business Practices (hereinafter collectively referred to as the "**Unfair Business
19 Practices Subclass**").

20 51. Plaintiffs reserve the right, under Rule 3.765, California Rules of Court, to amend
21 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
22 or if it should be deemed necessary by the Court or to further divide the Class Members into
23 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
24 Class Members or the Plaintiffs' Class includes the members of each of the Subclasses.

25 52. As set forth in further detail below, this action has been brought and may properly
26 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
27 because there is a well-defined community of interest in the litigation, and the proposed Class and
28 Subclasses are easily ascertainable through Defendants' records.

1 a. Numerosity: The members of the Class and Subclasses are so numerous that
2 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
3 membership of the entire Class and Subclasses is unknown to Plaintiffs at this time, however, the
4 Class is estimated to be hundreds of individuals. Accounting for employee turnover during the
5 relevant periods necessarily increases this number substantially. Plaintiffs allege Defendants'
6 employment records would provide information as to the number and location of all Class
7 Members. Joinder of all members of the proposed Class is not practicable.

8 b. The proposed class is easily ascertainable. The number and identity of the
9 class members are determinable from Defendants' payroll records and time records for each class
10 member.

11 c. Commonality: There are common questions of law and fact as to the Class
12 and Subclasses that predominate over questions affecting only individual Class Members. These
13 common questions of law and fact include, without limitation:

- 14 1. Whether Defendants accurately paid Class Members for all hours worked;
- 15 2. Whether Defendants knew or should have known that Class Members were
16 required to perform work off the clock;
- 17 3. Whether Defendants required Class Members to work off the clock;
- 18 4. Whether Defendants were required to pay for time spent waiting for and
19 participating in Covid-19 screenings;
- 20 5. Whether Defendants were required to pay reporting time pay;
- 21 6. Whether Defendants accurately calculated and paid all Class Members
22 overtime premiums for the hours which Plaintiff and Class Members worked
23 in excess of eight (8) hours per day and/or forty (40) hours per week;
- 24 7. Whether Defendants had a valid alternative workweek schedule;
- 25 5. Whether Defendants had a policy and practice of providing lawful, timely
26 meal periods in accordance with Labor Code § 512, as well as the applicable
27 Industrial Welfare Commission ("IWC") Wage Orders;

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- 6. Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and IWC Wage Orders on each instance that a lawful, timely 30-minute uninterrupted meal period was not provided;
- 7. Whether Defendants failed to authorize and permit a lawful, net 10-minute rest period to the Class Members for every four (4) hours or major fraction thereof worked;
- 8. Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and the IWC Wage Orders on each instance that a lawful rest period was not provided;
- 9. Whether Defendants failed to timely pay all wages upon separation in accordance with Labor Code sections 201-202;
- 10. Whether Defendants failed to reimburse employees for necessary expenses in accordance with Labor Code section 2802;
- 11. Whether Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;
- 12. Whether Defendants engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;
- 13. Whether Defendants' conduct was willful and/or reckless;
- 14. Whether Defendants failed to provide accurate itemized wage statements in violation of Labor Code § 226; and
- 15. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

d. Typicality: Plaintiffs are qualified to and will fairly and adequately protect the interests of each member of the Class and Subclasses with whom he has a well-defined community of interest. Plaintiffs' claims herein alleged are typical of those claims which could be alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief which would be sought by each member of the Class and/or Subclasses in separate actions. All members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to

1 provide lawful meal and rest periods, failure to reimburse expenses, failure to provide accurate
2 wage statements, failure to timely pay wages at termination, failure to pay minimum wages, and
3 failure to accurately pay all wages earned including all owed premium, reporting and overtime
4 wages, all due to Defendants' policies and practices that affected each member of the Class and/or
5 Subclasses similarly. Further, Defendants benefited from the same type of unfair and/or wrongful
6 acts as to each member of the Class and/or Subclasses.

7 e. Adequacy: Plaintiffs are qualified to and will fairly and adequately protect
8 the interests of each member of the Class and/or Subclasses with whom he has a well-defined
9 community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledges
10 that he has an obligation to make known to the Court any relationships, conflicts, or differences
11 with any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
12 known to exist. Plaintiffs' attorneys and the proposed counsel for the Class and Subclasses are
13 versed in the rules governing class action discovery, certification, litigation, and settlement and
14 experienced in handling such matters. Other former and current employees of Defendants may also
15 serve as representatives of the Class and Subclasses if needed.

16 f. Superiority: The nature of this action makes the use of class action
17 adjudication superior to other methods. A class action will achieve economies of time, effort,
18 judicial resources, and expense, which would not be achieved with separate lawsuits. The
19 prosecution of separate actions by individual members of the Class and/or Subclasses would create
20 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
21 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
22 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
23 disposition of their interests through actions to which they were not parties. Thus, a class action is
24 superior to other available means for the fair and efficient adjudication of this controversy because
25 individual joinder of all Class Members is not practicable, and questions of law and fact common
26 to the Class predominate over any questions affecting only individual Class Members. Each
27 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
28 unlawful policies and practices that affected each member of the Class and/or Subclasses similarly.

1 Class action treatment will allow those similarly situated persons to litigate their claims in the
2 manner that is most efficient and economical for both parties and the judicial system. Plaintiffs are
3 unaware of any difficulties that are likely to be encountered in the management of this action that
4 would preclude its maintenance as a class action.

5 g. Public Policy Considerations: Employers in the state of California violate
6 employment and labor laws every day. However, current employees are often afraid to assert their
7 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
8 because they believe their former employers may damage their future endeavors through negative
9 references and/or other means. The nature of this action allows for the protection of current and
10 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
11 California have a significant interest in ensuring employers comply with California's labor laws
12 and in ensuring those employers who do not are prevented from taking further advantage of their
13 employees.

14 **CLASS ACTION CLAIMS**

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES**

17 **(By Plaintiffs and the Class Against Defendants)**

18 53. Plaintiffs incorporate each and every allegation set forth in all of the foregoing
19 paragraphs as if fully set forth herein.

20 54. Labor Code section 204 establishes the fundamental right of all employees in the
21 State of California to be paid wages, including minimum wage, straight time and overtime, in a
22 timely fashion for their work.

23 55. Labor Code section 1194(a) provides that notwithstanding any agreement to work
24 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
25 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
26 of the full amount of this minimum wage or overtime compensation, including interest thereon,
27 reasonable attorney's fees, and costs of suit.

28 56. Labor Code section 1197 provides: The minimum wage for employees fixed by the

1 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
2 and the payment of a lower wage than the minimum so fixed is unlawful.

3 57. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
4 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
5 Wage Order(s).

6 58. The applicable Wage Orders and California Labor Code sections 1197 and 1182.12
7 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
8 state law.

9 59. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
10 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
11 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
12 equal to the unpaid wages and interest accrued thereon.

13 60. During all relevant periods, the California Labor Code and Wage Orders required
14 that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due
15 for all hours worked.

16 61. The IWC Wage Orders define "hours worked" as "the time during which an
17 employee is subject to the control of an employer, and includes all the time the employee is suffered
18 or permitted to work, whether or not required to do so."

19 62. At all times relevant, Plaintiffs and Class Members consistently worked hours for
20 which they were not paid because Defendants frequently required Plaintiffs and the Class Members
21 to work off the clock.

22 63. In addition, Defendants rounded employee hours worked to the detriment of
23 Plaintiffs and the Class Members.

24 64. Plaintiffs and Class Members were also required to do pre- and/or post-shift
25 activities while off the clock, and to respond to work related communications while off the clock.
26 Defendants did not compensate Plaintiffs and Class Members for this time spent off the clock.

27 65. By way of example, Plaintiffs and Class Members were required to report early for
28 their shifts to go through COVID-19 screenings and to perform certain preparatory work for the

1 day. They were also required to perform post shift activities off the clock. However, they were not
2 paid for this time and were only paid for the scheduled shift times.

3 66. Plaintiffs are informed and believe that Defendants were aware that Plaintiffs and
4 the Class Members were working off the clock and that they should have been paid for this time.

5 67. Defendant's policy and practice of not paying all minimum wages violates
6 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
7 applicable Wage Order 4-2001 and 5-2001.

8 68. Due to Defendants' violations of the California Labor Code and Wage Orders,
9 Plaintiffs and the Class members are entitled to recover from Defendant their unpaid wages,
10 statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-
11 judgment interest, as well as liquidated damages.

12
13 **SECOND CAUSE OF ACTION**
14 **FAILURE TO PAY REPORTING TIME WAGES**

15 **(By Plaintiffs and the Reporting Time Subclass Against All Defendants)**

16 69. Plaintiffs incorporate by reference and realleges each and every allegation contained
17 above, as though fully set forth herein.

18 70. Labor Code section 1197 makes it unlawful to pay an employee less than the
19 minimum wage as established by the Industrial Welfare Commission.

20 71. Labor Code section 1198 provides that the maximum hours of work and the standard
21 of conditions of labor fixed by the commission shall be the maximum hours of work and the
22 standard conditions of labor by the commission shall be the maximum hours of work and the
23 standard conditions of labor for employees. The employment of any employee for longer hours
24 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

25 72. The applicable reporting time wages are fixed by the IWC in Wage Order 4-2001
26 and 5-2001.

27 73. In relevant part, Section 5 of the applicable wage order provides:

28 (A) Each workday an employee is required to report for work and does report,
but is not put to work or is furnished less than half said employee's usual or

1 scheduled day's work, the employee shall be paid for half the usual or scheduled
2 day's work, but in no event for less than two (2) hours nor more than four (4) hours,
3 at the employee's regular rate of pay, which shall not be less than the minimum
4 wage.

5 74. Defendants failed to pay reporting time wages for days when Plaintiffs and the Class
6 Members were released after less than half of their shift.

7 75. By failing to pay hourly wages for reporting time, Defendants willfully violated
8 Labor Code sections 1194, 1197, 1198, and IWC Wage Order 4-2001 and 5-2001.

9 **THIRD CAUSE OF ACTION**
10 **FAILURE TO PAY OVERTIME OWED**

11 **(By Plaintiffs and the Overtime Subclass Against All Defendants)**

12 76. Plaintiffs incorporate each and every allegation set forth in all of the foregoing
13 paragraphs as if fully set forth herein.

14 77. During all relevant periods, Defendant required Plaintiffs and the Class members to
15 work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours
16 per workweek.

17 78. During all relevant periods, both the California Labor Code sections 1194, 1197,
18 510, 1198, and the pertinent Wage Order 4-2001 and 5-2001 required that all work performed by
19 an employee in excess of eight (8) hours in any workday, on the seventh day of work in any
20 workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half
21 (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1)
22 day is required to be compensated at the rate of no less than twice the regular rate of pay for an
23 employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a
24 workweek is required to be compensated at the rate of no less than twice the regular rate of pay of
25 an employee.

26 79. During all relevant periods, Defendants had a uniform policy of requiring Plaintiffs
27 and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty
28 (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their

1 regular rate of pay. Upon information and belief, Defendants also failed to properly compensate
2 Plaintiffs and the Class Members for hours worked in excess of twelve (12) hours in one (1) day,
3 or eight (8) hours on the seventh (7th) day of a workweek.

4 80. The IWC Wage Orders define “hours worked” as “the time during which an
5 employee is subject to the control of an employer and includes all the time the employee is suffered
6 or permitted to work, whether or not required to do so.”

7 81. At all times relevant, Plaintiffs and Class Members consistently worked hours for
8 which they were not paid because Plaintiffs and the Class Members were required to work off the
9 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
10 hours in a workweek and should have been paid at the overtime rate.

11 82. Plaintiffs are informed and believe that Defendants were aware that Plaintiffs and
12 the Class Members were working off the clock and that they should have been paid for this time.

13 83. In addition, upon information and belief, Defendants failed to incorporate all forms
14 of compensation, including without limitation differentials, bonuses, and incentives, into the
15 regular rate for overtime purposes.

16 84. In addition, as a matter of policy and practice, Defendants failed to pay earned
17 overtime wages on shifts over eight hours.

18 85. As a result, Defendants failed to pay Plaintiffs and the Class members earned
19 overtime wages and such employees suffered damages as a result.

20 86. Defendants knew or should have known Plaintiffs and the Class Members were
21 undercompensated as a result of these practices.

22 87. Due to Defendant’s violations of the California Labor Code, Plaintiffs and the Class
23 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
24 attorneys’ fees and costs in this action, and pre-judgment and post-judgment interest, statutory
25 penalties, and liquidated damages.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

3 **(By Plaintiffs and the Meal Period Subclasses Against All Defendants)**

4 88. Plaintiffs incorporate by reference and realleges each and every allegation contained
5 above, as though fully set forth herein.

6 89. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
7 period of more than five (5) hours without providing a meal break of not less than thirty (30)
8 minutes in which the employee is relieved of all of his or her duties, except that when a work period
9 of not more than six (6) hours will complete the day's work the meal period may be waived by
10 mutual consent of the employer and employee.

11 90. For the four (4) years preceding the filing of this lawsuit Defendants failed to
12 provide Plaintiffs and Class Members timely and uninterrupted first meal periods of not less than
13 thirty (30) minutes within the first five hours of a shift.

14 91. As a consequence of Defendants' policies and practices, requirements, demands,
15 coverage and staffing, Plaintiffs and the Class Members were often required to forego such meal
16 periods, take shortened meal periods, and/or commence their meal periods into and beyond the
17 sixth hour of their shifts.

18 92. Upon information and belief, Plaintiffs and the Class Members were not paid one
19 hour of pay at their regular rate for each day that a meal period was not lawfully provided.

20 93. Moreover, as a matter of policy and practice, upon information and belief, the Class
21 members were also not provided second meal periods on days when shifts exceeded ten hours (and
22 twelve hours), nor were they provided premium wages in lieu of a second meal period. On
23 information and belief, Plaintiffs and the Class Members did not waive their rights to a second meal
24 period on shifts in excess of ten hours.

25 94. As a proximate result of the aforementioned violations, Plaintiffs and the Class
26 Members have been damaged in an amount according to proof at time of trial.

27 95. Pursuant to Labor Code § 226.7, Plaintiffs and Class Members are entitled to recover
28 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also

1 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

2 96. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
3 represent have been deprived of premium wages in amounts to be determined at trial, and are
4 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
5 under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code
6 section 3287.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

9 **(By Plaintiffs and the Rest Period Subclasses Against All Defendants)**

10 97. Plaintiffs incorporate by reference and realleges each and every allegation contained
11 above, as though fully set forth herein.

12 98. Pursuant to the IWC Wage Orders applicable to Plaintiffs' and Class Members'
13 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
14 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized
15 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
16 rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall
17 be counted as hours worked, for which there shall be no deduction from wages."

18 99. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
19 during any rest period mandated by an applicable order of the IWC.

20 100. Defendants were required to authorize and permit employees such as Plaintiffs and
21 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
22 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,
23 with no deduction from wages.

24 101. Despite said requirements of the IWC Wage Orders applicable to Plaintiffs' and
25 Class Member's employment with Defendants, Defendants failed and refused to authorize and
26 permit Plaintiffs and Class Members to take lawful, net ten (10) minute rest periods for every four
27 (4) hours worked, or major fraction thereof. Such rest breaks, when provided, were frequently
28

1 untimely or less than net ten minutes because of the work requirements imposed by Defendants,
2 and frequent calls during rest periods.

3 102. Defendants did not pay Plaintiffs one additional hour of pay at their regular rate of
4 pay for each day that a rest period violation occurred. On information and belief, the other members
5 of the Class endured similar violations as a result of Defendants' rest period policies and practices
6 and Defendant did not pay said Class Members premium pay as required by law.

7 103. By their failure to authorize and permit Plaintiffs and the Class Members to take a
8 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
9 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
10 three (3) total ten (10) minute rest periods on days on which Plaintiffs and the other Class Members
11 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide
12 compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the
13 provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

14 104. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
15 represent have been deprived of premium wages in amounts to be determined at trial, and are
16 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
17 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

18 SIXTH CAUSE OF ACTION

19 FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING 20 EMPLOYMENT

21 (By Plaintiffs and the Class Against All Defendants)

22 105. Plaintiffs incorporate by reference and realleges each and every allegation contained
23 above, as though fully set forth herein.

24 106. Labor Code section 204 requires that all wages are due and payable twice in each
25 calendar month.

26 107. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became
27 due and payable to each employee in each month that he or she was not provided with a meal period
28 or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled.

1 period compensation, but to date have not received such compensation, therefore entitling them to
2 Labor Code § 203 penalties.

3 114. In addition, irrespective of any derivative violation, Defendants failed to timely pay
4 Plaintiffs and, upon information and belief, other Class Members earned compensation at the time
5 of termination despite their obligations under Labor Code 201 and 202.

6 115. More than thirty (30) days have passed since affected Waiting Time Subclass
7 Members have left Defendants' employ, and on information and belief, they have not received
8 payment pursuant to Labor Code § 203.

9 116. Plaintiffs and Waiting Time Subclass Members are thus entitled to 30 days' wages
10 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

11
12 **EIGHTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE NECESSARY EXPENSES**

14 **(By Plaintiffs and the Indemnification Subclass Against All Defendants)**

15 117. Plaintiffs incorporate by reference and realleges each and every allegation contained
16 above, as though fully set forth herein.

17 118. Labor Code § 2802 requires Defendants to indemnify Plaintiffs and Class Members
18 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

19 119. Plaintiffs and the members of the Indemnification Class were required to incur
20 expenses in the performance of their assigned job duties, including but not limited to personal cell
21 phone expenses, milage costs, protective gear, masks, and use of personal computers and home
22 internet.

23 120. Upon information and belief, the Defendants did not reimburse Plaintiffs or the
24 Plaintiffs' subclass for such expenses.

25 121. As a result of the unlawful acts of Defendants, Plaintiffs and the Plaintiffs' Subclass
26 Members have been deprived of un-reimbursed sums in amounts to be determined at trial, and are
27 entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
28 costs, pursuant to Labor Code §2802.

1 NINTH CAUSE OF ACTION

2 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
3 **EMPLOYEE WAGE STATEMENT PROVISIONS**

4 **(By Plaintiffs and Wage Statement Subclass Against All Defendants)**

5 122. Plaintiffs repeat and incorporate herein by reference each and every allegation set
6 forth above, as though fully set forth herein.

7 123. Labor Code section 226(a) reads in pertinent part: “Every employer shall,
8 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
9 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
10 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
11 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
12 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
13 the employee and only the last four digits of his or her social security number or an employee
14 identification number other than a social security number, (8) the name and address of the legal
15 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
16 and the corresponding number of hours worked at each hourly rate by the employee....”.

17 124. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
18 accurate information with respect to each employee including the following: (3) Time records
19 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
20 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
21 and applicable rates of pay....”

22 125. Labor Code section 1174 of the California also requires Defendants to maintain and
23 preserve, in a centralized location, among other items, records showing the names and addresses of
24 all employees employed and payroll records showing the hours worked daily by, and the wages
25 paid to, its employees. On information and belief and based thereon, Defendants have knowingly
26 and intentionally failed to comply with Labor Code section 1174, including by implementing the
27 policies and procedures and committing the violations alleged in the preceding causes of action and
28 herein. Defendants’ failure to comply with Labor Code section 1174 is unlawful pursuant to Labor

1 Code section 1175.

2 126. Defendants have failed to record many of the items delineated in applicable
3 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
4 including by virtue of the fact that each wage statement which failed to accurately compensate
5 Plaintiffs and Class Members for all hours worked and for missed and non-provided meal and rest
6 periods, or which failed to include compensation for all minimum wages earned or overtime hours
7 worked, was an inaccurate wage statement. In addition, the wage statements inaccurately stated
8 totals hours worked and hours worked at each hourly wage rate.

9 127. On information and belief, Defendants failed to implement and preserve a lawful
10 record-keeping method to record all non-provided meal and rest periods owed to employees or all
11 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
12 and applicable California Wage Orders. In order to determine if they had been paid the correct
13 amount and rate for all hours worked, Plaintiffs and Class Members have been, would have been,
14 and are compelled to try to discover the required information missing from their wage statements
15 and to perform complex calculations in light of the inaccuracies and incompleteness of the wage
16 statements Defendants provided to them.

17 128. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
18 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
19 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
20 required information. Here, Plaintiffs asserts the Defendant omitted required information, failed to
21 accurately include all applicable hourly rates on the wage statements and the corresponding number
22 of hours worked at such rates or hours paid at such rates. In addition, Defendants have failed to
23 provide accurate itemized wage statements as a consequence of the above-specified violations for
24 failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay
25 meal and rest period premiums as required by law.

26 129. Moreover, upon information and belief, as a pattern and practice, in violation of
27 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
28 accurate records pertaining to the total hours worked for Defendants by the members of the Wage

1 Statement Class, including but not limited to, beginning and ending of each work period, meal
2 period and split shift interval, the total daily hours worked, and the total hours worked per pay
3 period and applicable rates of pay.

4 130. Plaintiffs and the members of the Wage Statement Class have suffered injury as a
5 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
6 Class in that the members of the Wage Statement Class were not timely provided written accurate
7 itemized statements showing all requisite information, such that the members of the Wage
8 Statement Class were misled by Defendants as to the correct information regarding various items,
9 including but not limited to total hours worked by the employee, net wages earned and all applicable
10 hourly rates in effect during the pay period and the corresponding number of hours worked at each
11 hourly rate.

12 131. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
13 above, Plaintiffs and the Wage Statement Class Members are each entitled to recover up to a
14 maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

15 TENTH CAUSE OF ACTION

16 VIOLATION OF THE UNFAIR COMPETITION LAW

17 (By Plaintiffs and Class Against All Defendants)

18 132. Plaintiffs incorporate by reference and realleges each and every allegation contained
19 above, as though fully set forth herein.

20 133. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
21 unfair, unlawful, and harmful to Plaintiffs and Class Members, Defendants' competitors, and the
22 general public. Plaintiffs also seeks to enforce important rights affecting the public interest within
23 the meaning of the California Code of Civil Procedure § 1021.5.

24 134. Defendants' policies, activities, and actions as alleged herein are violations of
25 California law and constitute unlawful business acts and practices in violation of California
26 Business and Professions Code §§ 17200, *et seq.*

27 135. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
28 predicated on the violation of any state or federal law.

136. The state law violations, including violations of the relevant IWC Wage Order, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case Defendants' policy of failing to lawfully provide Plaintiffs and the Class with timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders. Defendants further violated the law through their policies of failing to fully and accurately compensate Plaintiffs and the Class Members for all hours worked, including minimum wages and overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate itemized wage statement as specified above.

137. Plaintiffs and the Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

138. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiffs and the Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That Plaintiffs be appointed as the representatives of the Subclasses; and
4. That counsel for Plaintiffs be appointed as counsel for the Class and Subclasses.

1
2
3 **On the First Cause of Action**

4 **(Failure to pay minimum wages)**

- 5 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
6 owed, as well as interest thereon,
7 2. Penalties according to statute,
8 3. Liquidated damages,
9 4. Reasonable attorneys' fees, and costs of suit;
10 5. For interest and
11 6. For such other and further relief as the Court deems proper.

12 **On the Second Cause of Action**

13 **(Failure to Pay Reporting Time Wages)**

- 14 1. For unpaid wages;
15 2. For reasonable attorneys' fees and costs pursuant to statute;
16 3. For interest; and
17 4. For such other and further relief as the Court deems proper.

18 **On the Third Cause of Action**

19 **(Failure to pay overtime)**

- 20 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
21 interest thereon,
22 2. Penalties according to statute,
23 3. Liquidated damages,
24 4. Reasonable attorneys' fees, and costs of suit;
25 5. For interest and
26 6. For such other and further relief as the Court deems proper.

1 **On the Fourth Cause of Action**

2 (Failure to Provide Lawful Meal Periods)

- 3 1. For one (1) hour of premium pay for each day in which a required meal period was
4 not lawfully provided;
- 5 2. For reasonable attorneys' fees and costs pursuant to statute; and
- 6 3. For such other and further relief as the Court deems proper.

7 **On the Fifth Cause of Action**

8 (Failure to Authorize and Permit Lawful Rest Periods)

- 9 1. For one (1) hour of premium pay for each day in which a required rest period was
10 not lawfully authorized and permitted; and
- 11 2. For reasonable attorneys' fees and costs pursuant to statute; and
- 12 3. For such other and further relief as the Court deems proper.

13 **On the Sixth Cause of Action**

14 (Failure to Timely Pay Wages Due and Payable During Employment)

- 15 1. For unpaid wages;
- 16 2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages
17 unlawfully withheld;
- 18 3. For interest;
- 19 4. For reasonable attorneys' fees and costs pursuant to statute; and
- 20 5. For such other and further relief as the Court deems proper.

21 **On the Seventh Cause of Action**

22 (Failure to Timely Pay Wages At Separation)

- 23 6. For unpaid wages;
- 24 7. For penalties pursuant to Labor Code § 203;
- 25 8. For interest;
- 26 9. For reasonable attorneys' fees and costs pursuant to statute; and
- 27 10. For such other and further relief as the Court deems proper.

1 **On the Eighth Cause of Action**

2 **(Failure to Reimburse Necessary Expenses)**

- 3 1. For unreimbursed sums;
- 4 2. For reasonable attorneys' fees and costs pursuant to statute;
- 5 3. For interest; and
- 6 4. For such other and further relief as the Court deems proper.

7 **On the Ninth Cause of Action**

8 **(Failure to Provide Accurate Itemized Wage Statements)**

- 9 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 10 2. For reasonable attorneys' fees and costs; and
- 11 3. For such other and further relief as the Court deems proper;

12 **On the Tenth Cause of Action**

13 **(Violation of the Unfair Competition Law)**

14 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of

15 sums to Plaintiffs and Class Members for the Defendants' past failure to pay minimum, overtime

16 and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium

17 wages for meal and rest periods that were not provided to Plaintiffs and Class Members over the

18 last four (4) years in an amount according to proof;

19 2. For reasonable attorneys' fees that Plaintiffs and Class Members are entitled to

20 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197,

21 1198 ;

22 3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due

23 from the day that such amounts were due;

24 4. For costs of suit incurred herein that Plaintiffs and Class Members are entitled to

25 recover under the Labor Code; and

- 26 5. For such other and further relief as the Court deems proper.
- 27
- 28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
3 matter to the fullest extent available under the law.

4 Respectfully submitted,

5
6
7 Dated: December 30, 2022



JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

10 Attorneys for YOLANDA ORTEGA-CALBERT and
11 MARIBEL BLANDINO, on behalf of themselves and all
12 others similarly situated
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